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Proposed removal of the Northern Cheyenne Indians. Letter from the Secretary of the Interior, transmitting a report relating to the proposed removal of the Northern Cheyenne Indians.

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PROPOSED REMOVAL OF THE NORTHERN CHEYENNE  
INDIANS.

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L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

A REPORT RELATING TO THE PROPOSED REMOVAL OF THE  
NORTHERN CHEYENNE INDIANS.

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JANUARY 17, 1899.—Committed to the Committee on Indian Affairs and ordered to  
be printed.

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DEPARTMENT OF THE INTERIOR,  
*Washington, January 16, 1899.*

SIR: Section 10 of the act of July 1, 1898, making appropriations for the Indian service for the fiscal year ending June 30, 1899, provides as follows:

That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof, and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior. He shall also make recommendations as to the settlement of the claims of such white settlers as have gone upon said reservation under circumstances which give them an equitable right thereon.

He shall investigate the subject of fencing in the said reservation, and shall indicate the lines such fence should follow and the estimated cost of same, and shall report upon the number of cattle and sheep which may safely be pastured within the limits recommended to be fenced. He shall further report upon and make recommendation with reference to any and all matters which in his judgment have any bearing upon the question of securing an equitable adjustment of the difficul-

ties now existing upon said reservation, and with especial reference to bringing about a satisfactory settlement with the white settlers, both as to the sale of their land to the Government and the adjustment of their reservation limits.

I have the honor to transmit herewith a copy of the report, dated November 14, 1898, from United States Indian Inspector James McLaughlin, to whom was assigned the duty of carrying out the above provision.

The matter has been carefully considered by the Commissioner of Indian Affairs, as shown by the accompanying copy of his report of the 14th instant.

The inspector found the Northern Cheyennes unwilling to remove to the Crow Reservation, and the Crows unwilling to receive them, and after mature consideration and thorough investigation of that proposition he abandoned it.

It is to be seen from his report and the accompanying copy of a report of the proceedings of a council held by him with the Northern Cheyennes that they strongly insist that they have always been promised and assured by officials and representatives of the Government that they shall always be protected in the use and enjoyment of their reservation, and never be required to remove from it. They lay particular stress upon a promise or assurance of this character made by General Miles, what purports to be a copy of his letter to their agent to this effect, dated June 1, 1889, being set out on pages 3 and 4 of the inspector's report.

For a long time it has been represented to the Department that if their reservation could be cleared of white settlers—who occupy much of the best land on the reservation, having settled there before the reservation was established—and a sufficient amount of other desirable land could be added to the reservation, and if they were assisted to start in stock raising, they could soon be made self-supporting.

It is believed that all this will be accomplished by the ratification of these various agreements.

These Indians have no funds of their own, consequently the appropriation necessary to carry out these agreements must be made from public funds. Under all the circumstances, however, it is believed that this ought to be done; that it is a just obligation on the part of the Government, and that it will relieve the Government of a greater expense in the future, by placing the Indians in a condition to support themselves.

In view of all these considerations, I concur in the views of the Commissioner of Indian Affairs, as set out in detail in his report, and respectfully recommend ratification and confirmation of the agreements by Congress, and the appropriations proposed in the draft of the bill prepared by him.

Very respectfully,

C. N. BLISS,  
*Secretary.*

THE SPEAKER OF THE HOUSE OF REPRESENTATIVES.

WASHINGTON, D. C., November 14, 1898.

SIR: I have the honor to submit the following report of my investigation of matters relating to the Northern Cheyenne Indian Reservation, in the State of Montana, as directed by Department letter of August 3, 1898, which contained instructions, prepared in the Office of Indian Affairs, bearing date July 29, 1898, for my guidance, and pro-

vided for by the Indian appropriation act approved July 1, 1898 (Public, No. 175, p. 29), under the following section:

SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof, and of the improvements thereon; also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government, and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior. He shall also make recommendations as to the settlement of the claim of such white settlers as have gone upon said reservation under circumstances which give them an equitable right thereon.

He shall investigate the subject of fencing in the said reservation, and shall indicate the lines such fences should follow and the estimated cost of the same, and shall report upon the number of cattle and sheep which may safely be pastured within the limits recommended to be fenced. He shall further report upon and make recommendations with reference to any and all matters which in his judgment have any bearing upon the question of securing an equitable adjustment of the difficulties now existing upon said reservation, and with special reference to bringing about a satisfactory settlement with the white settlers both as to the sale of their lands to the Government and the adjustment of the reservation limits.

I arrived at Tongue River Agency, Mont., August 13, 1898, and immediately commenced on the work to which I had been assigned, and on August 17 called the Indians together in council and explained to them the object of my visit to the agency. I told them that I hoped to find a suitable tract of land which would give them a permanent home, else secure an adjustment of matters upon the reservation they were occupying, but that I could not state at that time what might be regarded best for them, and would be unable to determine until I had acquainted myself with their condition, and resources of the country, and visited the Crow Reservation with a view to locating them upon some portion of it.

They were exceedingly pleased to learn that the unsatisfactory state of affairs existing upon their reservation was to be adjusted, but they objected strenuously against being located upon any portion of the Crow Reservation, and earnestly pleaded for the country they have so long occupied and which they claim has been repeatedly promised them by officials of the Government. (See minutes of councils herewith transmitted.)

I then made a tour of the reservation, visiting the homes of every white and Indian settler between the Crow Reservation line on the west and Tongue River on the east, examining the character of the country and value of improvements, after which I made two trips to the Crow Agency, during which trips I passed over a considerable portion of the eastern part of that reservation, and consulted with Indian Agent Becker of the Crow Agency regarding the matter.

The Northern Cheyenne Indians are very much attached to the country they now occupy, many of them having been born and reached manhood within its borders; besides, they have had the assurance of Government officials from time to time that they would be permitted



to remain there undisturbed. Several of them have original letters or copies of letters from Government officials assuring them that such could be relied upon, one of which letters is from General Miles, copies of which are in the possession of several leading Indians, and is as follows:

HEADQUARTERS DIVISION OF THE PACIFIC,  
San Francisco, Cal., June 1, 1889.

SIR: Referring to your letter of May 15, in regard to the proposed removal of the Indians, I would say that, in my judgment, there is no good reason or justice in doing so.

Those Indians surrendered in good faith in the winter of 1877. The principal ones, Two Moons, White Bull, Horse Roads, Iron Shield, Brave Wolf, and others, were the first to come in and surrender and open the way for the surrender of the entire Sioux camp of Sitting Bull and Crazy Horse. White Bull and Brave Wolf, with 7 others, remained as hostages, giving their persons as a guaranty for the good faith of the rest. I gave them their choice to surrender there or at the agencies. Over 500 surrendered on the Yellowstone, and over 3,000 at the agencies. Sitting Bull and his band fled to Canada, and Lame Deer's band took refuge in the broken country of the Rosebud, declaring that no white man could get near their camp, and defying the Government.

After the surrender had been completed, I organized an expedition against Lame Deer's band of 60 lodges, and called upon those that had surrendered to furnish a few warriors as guides. White Bull, Two Moons, and Hump rendered most valuable service on that expedition. The command surprised Lame Deer's camp, killing him and several of the principal warriors, capturing his entire camp and some 450 head of horses, mules, and ponies, and followed them until they were finally driven into the agency. This ended Indian hostilities in that Territory.

Within a year I made an expedition against the Nez Percés under Chief Joseph, in which 30 of those warriors took a prominent part, rendered valuable assistance. The expedition surprised Chief Joseph's camp, captured over 800 head of stock, killed and wounded over 60 Indians, and captured the entire band of about 400 souls.

During the last twelve years they have been entirely peaceable. Several of their people have been killed while employed by the Government. They have been a good part of the time self-sustaining; the Government has allowed them a little corner of territory upon which to live, and justice, humanity, and every other commendable reason demands that they should be allowed to live there. There is no reason why Indians can not be well treated and allowed to live in peace in the vicinity in which they were born.

The congregating of great masses of Indians, as has been done in the Indian Territory and on the Great Sioux Reservation, is not only a blot upon our civilization, but also a black mark upon the map of the United States, and I trust that the Government will extend to those people the protecting hand which a peaceably disposed people are entitled to.

They were told that if they remained at peace and did what they were directed to do the Government would treat them fairly and justly. They have fulfilled their part of the compact, and it would be but justice for the Government to allow them to remain where it has placed them during the past years. What is more, Indians who surrender their tribal relations are, under the law of Congress, entitled to take up land for homes on the public domain, and, in this instance, they have an undoubted right, legally and morally, to remain where they are now located.

Very respectfully, your obedient servant,

NELSON A. MILES,  
Brigadier-General, United States Army.

MR. R. L. UPSHAW,  
United States Indian Agent,  
Lame Deer, Tongue River Agency, Mont.

Another letter dated October 20, 1892, from the Hon. T. J. Morgan, then Commissioner of Indian Affairs, to Indian Agent Tully, of the Tongue River Agency, Mont., copies of which several of the Indians have in their possession, reads as follows:

Advise the Indians that it is the purpose of this office to insist upon the cancellation of all entries within their reservation made subsequent to the date of the Executive order setting the same aside, and that when these cases shall have been finally determined by the General Land Office, or by the Department if appeal is made thereto, steps will be taken to remove the trespassers from the reservation; that

they need have no fear of being removed from that country, and that they must exercise patience and forbearance pending the unsettled condition of affairs on their reservation.

The anomalous conditions that have existed upon the Northern Cheyenne Reservation have been very unsatisfactory, in consequence of which white settlers have suffered financial loss and advancement of the Indians greatly retarded, and it is only to be wondered at that the Northern Cheyennes, who are among the least civilized of any of the Indian tribes, conducted themselves so peaceably during the past fourteen years on that reservation.

Learning from Agent Becker that it would be useless to attempt to get the consent of the Crow Indians to dispose of any portion of their reservation upon which the Northern Cheyennes could be located, also learning, in conversation with certain individuals (Crow Indians), that they did not wish to have the Northern Cheyennes located upon the reservation, and Agent Becker also stating to me that the Crow Indians could not be induced to dispose of any portion of their reservation lying west of the Little Big Horn River or south of the line of the Burlington and Missouri River Railroad, and the country east of said river and north of said line of railroad being arid, with scarcity of water, except along the Big Horn and Missouri rivers, and the tract containing very little timber and not suitable for a reservation for the Northern Cheyennes even if consent of the Crows could have been obtained, together with the additional fact that although the Crows and Northern Cheyennes are neighbors, there is not the most cordial feeling between them, the Crows regarding the Northern Cheyennes as uncivilized and aggressive, while the latter hold the Crows in contempt and inferior to themselves, and the Northern Cheyennes being so opposed to being placed upon any portion of the Crow Reservation or leaving their present location, the several phases combined influenced me in determining upon abandoning the proposition of locating them upon Crow land, and I commenced negotiations with the white settlers for lands owned and occupied by them within the limits of the Northern Cheyenne Reservation, as set apart by Executive order of November 26, 1884, and also with whites owning lands on the west side of Tongue River outside of the original reservation, so that the eastern boundary could be extended to the middle of the channel of Tongue River on a continuation of the present northern and southern boundary lines; that is, the northern boundary being the southern 40-mile limits of the grant to the Northern Pacific Railroad Company, and the southern boundary the line dividing townships 5 and 6 south, both of said lines commencing at the eastern boundary line of the Crow Reservation and running through to Tongue River, which will give a reservation averaging about 22½ miles in width, about 24 miles in length along the southern boundary, and 35 miles along the northern boundary, comprising nearly 20 townships or about 460,000 acres, which area is ample for the Northern Cheyenne Indians, but at the same time not any too large for their needs.

The interests of the Government and betterment of the Indians of Tongue River Agency being carefully considered, determined my action in deciding that the Northern Cheyennes be retained on their present reservation, as they are by habit and instinct a pastoral people rather than tillers of the soil, and in recognition of this fact I would regard it better to embark them in an occupation congenial to their tastes than trying to change their natural inclination by forcing them into an industry that promises but small remuneration for the agriculturist in that arid region. Fully believing that the Northern Cheyenne Indians will

prosper and be successful at stock growing, it then becomes necessary to compare their present location with any lands that might be obtained for them from the Crows.

The topography of the Crow lands east of the Big Horn River are mountains or rolling plains, rather poorly watered except along the Big Horn and Missouri rivers, very little supply of timber or tree-growth shelter for winter range grazing, and little or no coal for fuel, and while affording a fine summer range for stock, is too bleak and unprotected for a safe winter range. In contrast, the country throughout the Northern Cheyenne Reserve is high and rolling, with forest-topped hills, vast beds of coal, innumerable valleys watered by running streams fed by springs, providing an abundant water supply for stock the whole year around, and the range is covered with an excellent growth of nutritious grass. The wooded hills form the best of winter shelter for stock grazing in the warm, sun-exposed valleys, and the stock industry can be carried on with minimum chances of loss by exposure. I might add here that because of the foregoing fact cattlemen whose stock range on these lands have made strenuous efforts in the past to have the reservation opened to settlement that they might secure this range for use of their herds, and it is a fact that the cattlemen who now enjoy the privileges of this range are the most successful of any in the State, and no better testimony could substantiate the claim that the Northern Cheyenne Reserve is probably the best cattle range in the State of Montana.

A serious objection to the removal of the Northern Cheyenne Indians to the Crow Reservation would be lack of fuel and timber for building and fencing. The scarcity of timber east of the Big Horn River, except in the mountain region before referred to, would entail great hardships on the Indians, while on the Cheyenne Reserve there is an ample supply of timber and coal for untold generations, and it therefore becomes apparent that the present reservation, with proposed extension east to Tongue River, presents by far the most favorable resources for the permanent settlement of the Northern Cheyennes.

The area of the proposed reservation, as hereinbefore stated, will embrace nearly 20 townships, or, in round figures, about 460,000 acres of land, and allowing (as calculated by conservative cattlemen) that 20 acres per head are required for range capacity per annum, also making allowance for barren clay buttes and valleys along the creeks and rivers that will be occupied and cultivated by Indians, it would leave approximately 400,000 acres for grazing purposes, which, at 20 acres per head per annum, will subsist 20,000 head of cattle, which number could be ranged on the proposed reservation with safety.

The ranches owned by white settlers and with whom agreements to dispose of their lands and improvements to the Government have been entered into will prove safeguards to the Indians as stock growers. All of the bona fide settlers came and located their ranches before the reservation was set apart, hence they not only selected the best lands and finest valleys, but also locations along the best streams for irrigation, and the yields of hay and alfalfa on these irrigated ranches are almost beyond belief, as, for instance, one range of 160 acres, that of S. L. Busby, with only about half of it under ditch, has yielded this year 350 tons of hay and alfalfa, besides producing considerable wheat, corn, and vegetables. With these ranches bought by the Government and added to the Northern Cheyenne Reserve it assures the Indians beyond all doubt absolute success in their stock growing by providing them with large reserve feeding crops with which they can tide over

the hardest winters. I fully believe that with proper care and attention the average annual crops raised on these ranches would aggregate at least 10 per cent of the purchase value of the land, and in a few years would thus pay the purchase price.

The northern and western slopes of the divide between Rosebud and Tongue rivers afford excellent summer and autumn ranges, and the eastern and southern slopes good winter grazing, snow seldom lying to any great depth on the eastern and southern slopes of the divides, which insures good range grazing for stock throughout the entire year in ordinary seasons.

The native grasses of the reservation are blue joint, bunch, and buffalo grass, all of nutritious character, which cure on the stem, thus providing excellent pasturage for stock throughout ordinary winters, and requiring no other subsistence than the range affords. There is also an abundance of lignite coal of excellent quality, the veins of those uncovered ranging from 3 to 14 feet in thickness, and the pine forests containing trees of various sizes, some being suitable for sawing into lumber profitably, others good building logs, and smaller sizes suitable for fence posts, corrals, and similar inclosures, and, notwithstanding the numerous pine-covered hills, high buttes, and broken country, there are practically no bad lands or tracts devoid of vegetation within the proposed reservation boundaries, and the nature of the country between the Rosebud and Tongue rivers, with its numerous pine-covered hills, affords admirable shelter for winter range grazing when snow falls are not too great, and luxuriant grasses cover the high hilltops even to the pine forests and rugged sections.

Agriculture that would be remunerative, with only a few narrow valleys within the entire tract of the proposed reservation, is out of the question in that broken and hilly country, and there is not the slightest possibility of the Northern Cheyenne Indians ever becoming self-supporting by following an agricultural life in that arid region; but as the country is so well adapted to stock raising, the Indians, if given the required start by providing them with about 2,000 cows, can follow that pursuit with profit to themselves if properly directed, and would in a few years have marketable cattle to dispose of, which would be an incentive to all to increase their herds that they might profit by the sale of their matured animals, and they should in a few years, with proper direction and management, become successful stock growers, and have sufficient beef cattle to market annually to insure their self-support.

The Northern Cheyennes are of fine physique and willing to work when opportunity is afforded them, as instanced while I was at their agency. They delivered 250 tons of hay in three days and 250 cords of wood within a week. They are ready at all times to do work by which they can earn a little money, and numerous white settlers told me that they employed the Cheyenne Indians in their harvest fields in preference to white laborers, but apart from this work for the neighboring whites they have had very little opportunity in the past of procuring employment or providing for their wants in any way other than the cultivation of small garden patches, which, without irrigation in that arid region, seldom amount to anything, and having no cattle they are obliged to depend almost entirely upon the Government rations issued to them biweekly. They are very desirous to engage in stock raising, but do not own any stock other than ponies (of which they have about 4,000, which are almost valueless and of very little use to them), and having no means of purchasing cattle are therefore unable to do but

little toward their own support. If 2,000 cows or 2-year-old heifers, preferably native Western range stock, were furnished them (heifers would be less expensive and equally good), 1,000 head to be furnished next spring and 1,000 the following year, with 40 graded bulls for each thousand cows, I am confident, from the past experience of these Indians and present desire to better their condition, they would make marked progress and within a few years prove themselves not to be so worthless and undeserving of assistance as they have been represented by persons unacquainted with their surroundings, who do not know how their progress has been retarded by conditions that have existed upon their reservation and over which they had no control.

It may be proper for me to add that there are small tracts of bottom lands along the valleys of Rosebud, Muddy, and Lame Deer creeks that can be irrigated at comparatively small expense, that would insure the raising of hay, alfalfa, and cereals in the irrigated portions, and Tongue River, which has an abundant and never-failing supply of water, can be utilized for irrigating the bottom lands tributary to it. The cost of taking out ditches along the Tongue River would be much greater than along the above-mentioned smaller streams, yet the greater quantity of land susceptible of being brought under irrigation along the west side of Tongue River might justify the additional outlay; but this can be done by individual Indians as they advance and recognize the benefits they would derive from the same.

The country between the eastern line of the Crow Reservation and Tongue River, excepting the narrow valleys of the Rosebud River, Muddy and Lame Deer creeks, is not susceptible of successful cultivation, but the entire tract, as hereinbefore stated, is an excellent stock country, with magnificent pine forests on portions of it, throughout which forests there is excellent grazing. The Rosebud River enters the reservation in township 5 south, range 38 east, in the southwestern corner, and trends northeast through ranges 39 and 40, passing out of the reservation in township 2 south, range 41 east. The valley of the Rosebud along its course, throughout the reservation, averages about 100 rods in width, and that of Muddy and Lame Deer creeks (tributaries of the Rosebud) average about 80 rods in width up to the forks of the respective streams, and it is along the valleys of these streams that the legal white settlers are all located.

Careful investigation, verified by records of the local land office at Miles City, Mont., and the records of Custer County, Mont., together with affidavits bearing upon their respective claims, shows that there are fifteen white settlers who have acquired legal rights within the Northern Cheyenne Indian Reservation, set apart by Executive order of November 26, 1884. They were settled upon, and improving their respective locations at the time said Executive order was promulgated; and they, having come into the country when all the land was vacant and unoccupied, very naturally selected the most desirable tracts, thus appropriating the choicest bottom lands bordering along the streams, by which they controlled the water for irrigation purposes and use of their herds, expecting that by thus controlling the water and arable bottom lands they would have undisturbed use of the adjoining broken country and arid land as ranges for their stock.

I have entered into agreements with all of these bona fide white settlers who have valid titles to lands within the reservation, whereby they agreed to surrender their lands and improvements and vacate the reservation upon payment to them of the several sums of money stipu-



lated. There are, as before stated, fifteen of these bona fide legal settlers, who have titles to 3,360 acres of land within the reservation, the appraised value of which, together with their improvements, being \$91,310.

Some original settlers subsequently sold their claims and improvements to incoming settlers, and in my negotiations I recognized them as having equitable rights only. There are five of this class of settlers who have equitable rights and who are occupying 720 acres of land, at an appraised value of \$12,770 for lands and improvements, but the claims of two of these settlers, Otho S. Hon and Katherine Toohey, are subject to a reduction of \$2,400 each, a total of \$4,800, when the papers attached to their respective claims are passed upon by the Department.

Other whites came upon the reservation from time to time during the past ten years and located upon tracts which they have continued to occupy and improve undisturbed, and from my investigation of the matter I am convinced that they believed the reservation would eventually be opened to settlement and that they would be entitled to file upon their respective locations as soon as surveys were extended and the lands they occupied subject to entry. The fact that they were permitted to remain and not removed from the reservation, some of them residing thereon for the past ten years, continuing to make valuable improvements, unmolested, would seem to entitle them to some consideration. They base their right to compensation for the improvements they have made upon their respective claims on the following grounds:

First. That the Federal land laws invite settlers to locate, cultivate, improve, and make homes on the public domain.

Second. That the lands were wholly unsurveyed in the area covered by the Executive order of November 26, 1884, when they located upon their claims, and that the data at hand to guide the settlers in determining the lines of the Northern Cheyenne Indian Reservation, as defined by that order, were meager and unreliable.

Nothing definite could be obtained by the settlers until the survey of 1891, and then not officially for two years following that date. Official maps showed Hutton post-office as being several miles distant from the southern boundary of the reservation, while said post-office is now known to be situated within said reservation; this fact misled the settlers and encouraged the belief that all claims and ranches in that vicinity were outside the reservation, and this error alone was unfortunate and misleading, causing many to doubt the accuracy of the alleged lines as to where the boundaries actually were.

Third. The officials of the United States land office at Miles City, Mont., represented the Government in all matters pertaining to filings, and a reference to the conflicting decisions as to the rights of settlers regarding the reservation lands will show that this source of information was conflicting and unreliable, the official acts of receivers being in some instances reversed by their successors or the Commissioner of the General Land Office.

Fourth. The settlers were permitted to remain upon the reservation and to continue making valuable and lasting improvements after it was known that their ranches would come within the limits of the reservation.

Fifth. Good faith on the part of the settlers is shown by the fact of their making permanent improvements, erecting schoolhouses, establishing post-offices, and laying out public roads, every act pointing

to that of making homes, and under the circumstances compensation for the improvements made by these home makers would appear to be but just.

Sixth. In every instance these settlers paid their taxes without availing themselves of the exemption of settlers residing on Government reservations, all of which argues strongly in favor of the good intention of these settlers, although illegally upon the reservation.

Referring more specifically to this class of settlers, I desire to invite attention to the official Government maps of Montana, one of which was furnished me for reference in my work upon the reservation, and which shows the post-office of Hutton, Custer County, Mont., to be in township 6 south, of range 39 east, thus situated outside of the Northern Cheyenne Indian Reservation, while the fact is now known that Hutton post-office is in township 5 south, of range 38 east, and about 6 miles northwest of where it is shown as situated on said official map, herewith returned. (See Exhibit 44.)

The two eastern tiers of sections of township 5 south, range 38 east, are the southwest corner of the Northern Cheyenne Indian Reservation, and it is in this township, adjacent to Hutton post-office, that nearly all the illegal settlers on the Northern Cheyenne Indian Reservation are located, and the fact that the official map shows Hutton post-office as situated in township 6 south, together with the fact that the settlers referred to were not ejected therefrom, but permitted to remain and continue to cultivate land and maintain stock thereon, and that they are an intelligent and industrious class of settlers, and after a careful investigation of the matter during nine weeks upon the reservation, traveling over the greater portion of it several times and visiting every family within its boundaries, I was forced to the conclusion that it was only just that these settlers be compensated for their improvements; and, taking this view of the matter, and as a simple act of justice to those sturdy and horny-handed pioneers, I appraised their improvements at what I considered fair valuation, and obtained the written consent of each of them to accept the appraised value and to surrender their improvements and vacate the reservation upon payment to them of the several stipulated amounts.

There are thirteen of this class of illegal settlers upon the reservation, and the total amount required to compensate them for their improvements as appraised and agreed upon aggregates \$11,695. Their improvements are valuable to the Government for homes for the Indians, and the compensation recommended is, in my opinion, under the circumstances and conditions that have existed upon the reservation ever since it was established, but just and equitable. The Government will receive good value in the improvements for the amount represented, and this arrangement reconciles and satisfies the settlers, who are obliged to abandon their locations upon which they have expended much hard labor, but by receiving the compensation agreed upon and herein recommended they will have some means with which to get out of the country and find new homes.

I also entered into agreements with eight white settlers who own ranches on the west side of Tongue River, aggregating 1,705 acres, at a total appraised value of \$34,670 for lands and improvements, which agreements were entered into with a view to extending the eastern boundary of the Northern Cheyenne Indian Reservation to Tongue River. Regarding these eight ranches negotiated for I desire to state that, while the amount agreed upon may, in some instances, appear



rather high, the fact that such relinquishment of titles of the white settlers to lands owned by them along the west side of Tongue River meets the needs of the Indians and makes it unnecessary to negotiate with Indians for their removal from the western valley of Tongue River, which, although it might have been brought about by judicious management, yet it would have required great persuasion and involve a much larger expenditure of money to reimburse them for their houses and claims situated along the west side of Tongue River, from the mouth of Stebbins Creek on the north to the mouth of Cook Creek on the south, than it requires to pay the white settlers negotiated with and from whom written agreements have been obtained.

Extending the reservation to Tongue River on the east, making that water course the eastern boundary, necessitates the removal of forty-six Indian families from the east side of Tongue River to the proposed reservation on the west side, and to meet that contingency I negotiated with the Indians who are located on the east side and entered into a written agreement with them stipulating that each of the said forty-six Indians, heads of families, are to receive \$25, a total of \$1,150 only, to compensate them for the locations thus vacated and the trouble of moving across the river upon the reservation, provided the proposed reservation is approved and ratified. They were reluctant to leave the east side of Tongue River, but to show their good will and desire to meet the wishes of the Government in having these matters amicably adjusted they all consented, and the forty-six signatures to the agreement obtained.

There has been a great deal of friction between whites and Indians residing upon the reservation, occasioned by the anomalous conditions existing thereon. Three white men have been killed by Northern Cheyenne Indians within the past eight years, all three of which were unprovoked murders, but from the conditions existing with whites and Indians, not in sympathy with each other, residing together upon the reservation, with lines not clearly defined, and the rights of the white settlers not understood by the Indians, both whites and Indians are to be commended for their forbearance under trying circumstances and great provocations on various occasions; and it was a full realization by both whites and Indians of the importance of an adjustment of the undesirable conditions that have so long existed upon the Northern Cheyenne Indian Reservation, and country adjacent thereto, that made my negotiations in the premises possible, and which I am led to believe has been reasonably satisfactory to all concerned.

My negotiations with the foregoing several classes of settlers, together with the forty-six Indian families located east of the Tongue River, represents forty-two agreements, with claim of each settler fully stated in the papers attached to the respective agreements, which agreements are transmitted herewith, and represent a total expenditure of \$151,595, as shown by the accompanying agreements and annexed tabulated statement, a summary of which is as follows:

Bona fide settlers .....	\$91,310
Equitable rights .....	12,770
Squatters, illegal settlers .....	11,695
Legal owners, west side of Tongue River .....	34,670
Indians, east side of Tongue River .....	1,150
Grand total .....	151,595

The agreements above referred to cover titles to all the lands owned or occupied by white men from the eastern boundary line of the Crow

Reservation to Tongue River, and embracing all between the southern 40-mile limits of the grant to the Northern Pacific Railroad Company and the line dividing townships 5 and 6 south, when said line is extended, except four small tracts, one of which is in township 5 south, range 42 east, owned by Joseph T. Brown and John T. Logan, containing about 320 acres, which tract Mr. Brown would not dispose of, but the same being in the extreme southeast corner of the proposed reservation the southern boundary line can run to the western line of said tract, then follow a subdivision section line north to where it intersects Cook Creek, thence down Cook Creek to Tongue River. A second tract of three fractions, approximating 65 acres, opposite the mouth of Odell Creek, is owned by Mr. Joseph Scott, but said fractions being situated in bends of Tongue River can easily be fenced off. A third tract of 160 acres belongs to St. Labra's Mission, which is used by said mission for educational work among the Northern Cheyenne Indians, and they did not want to dispose of same. This tract being also in a bend of Tongue River can be fenced off without materially affecting the eastern boundary of the proposed reservation. The fourth is an 80-acre tract belonging to a Mr. R. P. Colbert, and is situated in township 2 south, range 44 east, but this tract bordering along the 40-mile limit of the grant to the Northern Pacific Railroad Company, and being in the extreme northeast corner of the proposed reservation, can be fenced off without additional cost when constructing the required fence along the northern boundary.

I transmit herewith (marked Exhibit No. 1) a map showing the proposed reservation boundaries, indicating that the four tracts referred to are not included in the proposed reservation, and it also indicates location of white settlers within the limits of the proposed reservation.

The lands to be vacated by white settlers, as per agreements herewith transmitted, provides a reservation in Custer County, Mont., for the Northern Cheyenne Indians, described as follows, to wit:

Beginning at the point in the middle of the channel in Tongue River, at its intersection with the 40-mile limits of the grant to the Northern Pacific Railroad Company; thence west on the said southern 40-mile limits of the grant to the Northern Pacific Railroad Company to its intersection with the eastern boundary line of the Crow Indian Reservation; thence south on said eastern boundary line of the Crow Indian Reservation to its intersection with the line dividing townships 5 and 6 south; thence east on said dividing line of townships 5 and 6 south to its intersection with the line dividing sections 34 and 35 in township 5 south, of range 42 east; thence north 2 miles on said section line; thence east on the line dividing sections 23 and 26 to its intersection with Cook Creek; thence down Cook Creek to its confluence with Tongue River; thence down the middle of the channel of Tongue River to the place of beginning, except that certain fractions approximating 65 acres lying west of Tongue River, in sections 26 and 34, in township 4 south, of range 43 east, owned by Joseph Scott, and the northeast quarter of section 3, in township 3 south, of range 44 east, belonging to St. Labra's Mission; and the south half of the northwest quarter of section 10, in township 2 south, of range 44 east, belonging to Mr. (R. P.) Colbert, are exempt and not included in the reservation, as shown by map transmitted herewith.

The foregoing-described boundaries comprise nearly 20 townships, or, in round figures, about 460,000 acres of land, and is about 8 townships less than was recommended for a reservation for these same Indians

by Hon. T. J. Morgan, Commissioner of Indian Affairs, under date of February 6, 1892, and transmitted to Congress with favorable recommendation by Hon. John W. Noble, Secretary of the Interior, under date of March 15, 1892. I mention this fact to show that the reservation which has been recommended is not excessive in area, yet I consider it ample for the Northern Cheyenne Indians, and it is so regarded by Major Clifford, their agent, and by all persons familiar with its resources and requirements of the Indians.

The northern and southern boundary lines should be surveyed and a substantial fence constructed along those boundaries as soon after the reservation is established as is possible. This, with the western boundary, which is the eastern line of the Crow Reservation, being already fenced, would leave only the eastern front along Tongue River open, and I do not deem it necessary to fence along Tongue River at present, but should it become necessary to have the eastern boundary inclosed, a fence could be built there at some future time.

The northern boundary is about 35 miles in length in a direct course, but there being 3 miles of offsets in the line of the 40-mile limits of the Northern Pacific Railroad Company's grant, makes 38 miles of fence required for the northern boundary. The southern boundary is 24 miles in length, and it will require 3 miles additional to fence around Joseph T. Brown's and John T. Logan's claims, making 27 miles required for the southern boundary, a total of 65 miles of fence required to inclose the northern and southern boundaries.

Good material for fence posts is plentiful on the reservation, and can be furnished by the Indians at 10 cents apiece, delivered. I estimate the cost of the fence as follows: Sixty-five miles of five-strand wire fence, with cedar or pitch-pine posts  $8\frac{1}{2}$  feet long, set 3 feet in the ground and 24 feet apart, with stays 5 feet long and averaging 2 inches wide, woven into wires 4 feet apart, alternating every second stay, at \$110 per mile.

The proposed reservation is a magnificent sheep country, but, that industry requiring the most careful attention and constant vigilance, the Northern Cheyenne Indians are not yet prepared for the responsibility that the care of sheep would entail, and as sheep and cattle can not be ranged together, the cattle invariably leaving a range upon which sheep are pastured and will not go near the watering places where sheep frequent, and these Indians being better prepared to care for cattle, I have therefore not given the question of providing them with sheep much consideration.

The agency buildings are situated in a valley on the east of Lama Deer Creek, about 4 miles south of the northern boundary of the reservation, which is the southern 40-mile limit of the grant to the Northern Pacific Railroad Company, and the agency is as near central on an east-and-west line of the proposed reservation and with reference to the Indian settlements as from the nature of the country it could well be located, but I would recommend that a subissue station and a blacksmith shop be established on Tongue River about 20 miles southeast of the agency, for convenience of the Indians who reside in that district.

I would also recommend an appropriation of \$10,000 for buildings at the agency, to be expended in erection of new buildings and remodeling some of the old ones, the same being badly needed for properly conducting affairs at the agency.

To summarize what I have herein recommended as necessary to meet the needs of the Northern Cheyenne Indians by giving them a perma-

nent reservation and the necessary means to enable them to do something toward their own support, I submit the following:

Required to purchase the claims of white settlers on proposed reservation and to compensate Indians to vacate their locations on the east side of Tongue River.....	\$151,595
For construction of 65 miles of 5-strand wire fence, at \$110 per mile.....	7,150
For purchase of 1,000 2-year-old native Western range heifers, at \$25 per head.....	25,000
For purchase of 40 2-year-old Hereford or Durham bulls, at \$80 each.....	3,200
For buildings at agency.....	10,000
For subissue station, farmer's residence, and blacksmith shop at Tongue River.....	3,055
Total.....	200,000

The 1,000 head of heifers and 40 bulls recommended should be delivered at the agency next spring and not later than June 15, provided the proposed reservation is confirmed; and I would recommend that the cattle be issued to individual Indians and branded with a number to designate ownership, also with the Government agency brand, by which the stock could be identified and claimed wherever found.

The Northern Cheyennes should have 2,000 head of breeding cattle to enable them to raise stock and utilize the grass that goes to waste each year and to increase their herds as rapidly as possible, but I do not believe it advisable to give them a greater number to begin with than herein recommended, as they can give the lesser number more attention and be better prepared to properly care for the additional number the following year.

There are 370 heads of families—1,349 persons—belonging to Tongue River Agency, 626 of whom are males and 723 females; of which number 384 are between 6 and 16 years of age. The present school accommodations are meager, St. Labra's Mission having capacity for about 60 pupils and the agency school for about 40, leaving nearly 300 children of school age unprovided with school facilities.

I would strongly recommend that a boarding school with capacity for at least 150 pupils be erected upon the reservation as early as practicable. The claims of some of the white settlers on the Upper Rosebud, which I recently negotiated for, being under irrigation and in a high state of cultivation, provide admirable sites for the location of an industrial school, furnishing grass and hay for stock, lignite coal for fuel, and irrigated lands for agriculture.

In conclusion I desire to state that in my negotiations with the white settlers located upon the Northern Cheyenne Indian Reservation I was obliged in some instances to accept prices for lands and improvements which may appear rather high, but I do not regard the prices agreed upon in any instance as excessive, and when taking into consideration the perplexing conditions that I had to contend with and the successful termination of my work among those people, both whites and Indians, I feel justified in recommending that the agreements herewith transmitted, together with the establishment of the required reservation, be approved, and trust that the same may be ratified by Congress.

I am, sir, very respectfully, your obedient servant,

JAMES McLAUGHLIN,  
*United States Indian Inspector.*

The SECRETARY OF THE INTERIOR,  
(Through the Commissioner of Indian Affairs),  
Washington, D. C.

List of names of white settlers upon the Northern Cheyenne Indian Reservation, in Custer County, Mont., together with the appraised value of their lands and improvements, dated October 12, 1898.

BONA FIDE LEGAL SETTLERS WHO HAVE VALID TITLES TO THEIR LANDS.

No.	Name of settler.	Acres.	Appraised value of lands.	Appraised value of improvements.	Total.
1	Nathan R. Pressey .....	160	\$2,600	\$3,400	\$6,000
2	Sheridan L. Busby .....	160	3,200	3,200	6,400
3	John C. Cooley .....	160	2,880	2,120	5,000
4	Ed. Conley .....	160	3,200	2,300	5,500
5	Fred. Ramsey .....	240	4,800	2,700	7,500
6	Hugh Gaffney .....	160	3,200	800	4,000
7	Hiram L. Young .....	160	3,200	2,800	6,000
8	J. C. and W. H. Lyndes .....	80	1,200	210	1,410
9	Patrick Lyach .....	160	6,000	2,000	8,000
10	T. W. Longley .....	160	1,800	200	2,000
11	James J. Thompson .....	160	3,200	1,600	4,800
12	James J. Thompson .....	520	8,200	3,700	11,900
13	Jay Hubbard .....	760	12,100	2,900	15,000
14	James Davis .....	160	2,500	800	3,300
15	Charles B. Jeffers .....	160	3,200	1,300	4,500
Total .....		3,360	61,280	30,030	91,310

EQUITABLE RIGHTS—SETTLERS WHO HAVE FINAL RECEIVER'S RECEIPTS, BUT DOUBTFUL RIGHT.

1	Otho S. Hon .....	160	\$2,400	\$2,100	\$4,500
2	Katherine (A) Toohey .....	160	2,400	600	3,000
Total .....		320	4,800	2,700	7,500

EQUITABLE RIGHTS.

1	Thomas Raney .....	160	.....	\$2,670	\$2,670
2	Patrick Doran .....	160	\$500	1,000	1,500
3	J. C. and W. H. Lyndes .....	80	.....	1,100	1,100
Total .....		400	500	4,770	5,270

SQUATTERS—ILLEGAL SETTLERS.

No.	Name of settler.	Total appraised value of improvements.	No.	Name of settler.	Total appraised value of improvements.
1	Anna E. Williams .....	\$850	11a	Spencer Dewey .....	\$100
2	Jean Tailleux .....	1,950	11b	Samuel Fauver .....	200
3	Frank Tailleux .....	750	11c	Sherman Fauver .....	85
4	John E. Hutton .....	710	11d	M. C. Griffith .....	60
5	James C. Hutton .....	90	11e	Jerome Dickson .....	200
6	J. W. Hutton .....	2,020			
7	James A. Beatty .....	1,300			
8	Thompson & Anderson .....	1,380			
9	Jerome Dickson .....	560	12	Frank Shields .....	500
10	John S. Jacobs .....	160	13	Schaudel Bros. a .....	700
11	Isaac Alderman .....	80			
			Total .....		11,695

a Negotiations with No. 13 entered into subject to final location of proposed reservation line by survey.

*Lands negotiated for from legal owners for purpose of extending reservation line on west side of Tongue River.*

No.	Name of settler.	Acres.	Ap- praised value of lands.	Ap- praised value of improve- ments.	Total.
1	John Bowman .....	165	\$3,000	\$550	\$3,550
2	Hugh H. Hunter .....	400	4,000	3,400	7,400
3	Catherine Toohey .....	320	4,500	2,220	6,720
4	Aleachia (E.) Toohey .....	160	1,935	65	2,000
5	Amanda Holt .....	60	750	250	1,000
6	Arnold (E.) Neate .....	160	3,200	4,800	8,000
7	Samuel O'Connell .....	360	3,500	1,500	5,000
8	Emma H. King .....	80	1,000	.....	1,000
	Total .....	1,705	21,885	12,785	34,670

To compensate Indians living east side of Tongue River for their improvements, in removing to west side, as follows: Forty-six Indians, heads of families, \$25 each, \$1,150.

#### RECAPITULATION.

Bona fide settlers .....	\$91,310
Equitable rights, with receiver's receipts .....	7,500
Equitable rights .....	5,270
Squatters, illegal settlers .....	11,695
Legal owners, west side Tongue River .....	34,670
Indians, east side Tongue River .....	1,150
Grand total .....	151,595

Personally appeared, Nathan R. Pressey, who being first duly sworn, deposes and says that he is 45 years of age and resides at Muddy Post-Office, Custer County, Montana; that he located upon the land he now owns and occupies on the 4th day of May, 1884, and has since continued to occupy and improve the same, which tract of land has been patented to him and is described as follows, to wit: Homestead certificate No. 254, application No. 682, for the NE.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of section 35, and the S.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section 26, in township 2 south of range 40 east, of Montana meridian, in Montana, containing 160 acres, patent dated 29th day of February, 1896, and showing note of record in volume 2 A, page 96, and further deponent saith not.

NATHAN R. PRESSEY.

Subscribed and sworn to before me at Tongue River Agency, Montana, this 20th day of September, 1898.

JAMES McLAUGHLIN,  
United States Indian Inspector.

#### TONGUE RIVER AGENCY, MONT., September 20, 1898.

*Schedule of improvements on 160-acre tract of land patented to Nathan R. Pressey, of Custer County, Mont., within the limits of the Northern Cheyenne Indian Reservation.*

House, 16 by 24 feet, 1 $\frac{1}{2}$ stories, hewed logs, weatherboarded outside and ceiled inside, with veranda on front, and addition, 14 by 24 feet, 1 story, shingled roofs, 11 rooms .....	\$1,000
Barn, log and frame, 2 stories, 25 by 52 feet, double floor and double-board roof .....	700
Barn, frame, 18 by 36 feet, single floor, double-board roof .....	500
Milk and ice house, frame, 12 by 12 feet, board roof .....	130
Store and post-office building, frame, 16 by 26 feet .....	140
Water tank, frame, 6 by 18 by 16 feet, with 40-foot steel windmill, with water piped into dwelling house .....	150



Blacksmith shop, hewed logs, 17 by 23 feet, with addition, 8 by 10 feet, for shop supplies, double-board roofs .....	\$40
Tool shed, round logs, 16 by 16 feet, earth-covered roof .....	20
Granary, frame, 8 by 24 feet, double-board roof .....	30
Henhouse, round logs, 8 by 16 feet, earth covered .....	15
Hogpen, round logs, 12 by 20 feet, earth covered .....	15
2 root houses, each 8 by 12 feet, timber supports, earth covered .....	30
Hotbed, lumber, 6 by 12 feet .....	5
Closet, frame, 6 by 6 feet, double-board roof .....	10
Bridge, frame truss, 12 by 44 feet .....	40
Bridge, frame 4 by 44 feet .....	15
Stock corral, circular, 70 feet in diameter, with 3 gates .....	25
Grain and hay yard, 2 acres inclosed with wire fence .....	10
Well, 30 feet deep, 5½ feet square, substantially walled, 9 feet of water .....	75
800 rods 4-strand wire fence, posts 16 feet apart .....	175
60 acres broken and under cultivation .....	150
20 acres of alfalfa .....	100
Nursery of 200 shade and fruit trees .....	25
<b>Total .....</b>	<b>3,400</b>

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Nathan R. Pressey, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part.

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof, and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said Nathan R. Pressey, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit: The NE. ¼ of NW. ¼ and NW. ¼ of NE. ¼ of sec. 35, and S. ¼ of SE. ¼ of sec. 26, in twp. 2 south, of range 40 east of Montana meridian, in the State of Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same.

Now, therefore, the party of the first part agrees for and on behalf of the United States that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of six thousand (\$6,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of twenty-six hundred (\$2,600.00) dollars, and which improvements were appraised by said McLaughlin in the sum of thirty-four hundred (\$3,400.00) dollars.

And the party of the second part hereby agrees for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of



money above stipulated; and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 20th day of September, 1898.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.

NATHAN R. PRESSEY. [SEAL.]

Witnesses as to both:

J. C. CLIFFORD,  
W. A. POSEY.

Sheridan L. Busby, who being first duly sworn, deposes and says that he is 45 years of age and resides near Muddy Post-Office, Custer County, Montana; that he located upon the land he now owns and occupies on the 29th day of July, 1884, and has since continued to occupy and improve the same, which tract of land has been patented to him as follows: Homestead certificate No. 258, application No. 684, for N.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 31, township 3 south, of range 39 east of Montana meridian, in State of Montana, containing 160 acres. Recorded in vol. 2 A, page 97, and dated 29th day of February, 1896, and further deponent saith not.

SHERIDAN L. BUSBY.

Subscribed and sworn to before me at Tongue River Agency, Montana, this 20th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

#### TONGUE RIVER AGENCY, MONT., September 20, 1898.

*Schedule of improvements on 160-acre tract of land patented to Sheridan L. Busby, of Custer County, Mont., within the limits of the Northern Cheyenne Indian Reservation.*

House, log, 18 by 36 feet, with ell 18 by 21 feet, 1 story, plank roof, earth covered..	\$500
Storehouse, log, 14 by 16 feet, 1 story, plank roof .....	75
Ice house, log, 12 by 12 feet, 1 story, plank roof .....	25
Chicken house, log, 12 by 12 feet, 1 story, plank roof .....	30
Root house, log, 10 by 16 feet, 1 story, plank roof .....	40
Barn, log, 12 by 24 feet, 1 story, plank roof .....	75
Granary, log, 18 by 24 feet, 1 story, plank roof .....	50
Corncrib, log, 6 by 18 feet, 1 story, plank roof .....	25
Wagon shed, log, 12 by 18 feet, 1 story, plank roof .....	25
Buggy shed, log, 18 by 18 feet, 1 story, plank roof .....	30
Cattle shed, log, 18 by 100 feet .....	85
Sheep shed, 100 by 100 feet, 1 story, plank roof .....	80
Sheep shed, 110 by 110 feet .....	90
Cattle corral, 70 feet diameter .....	50
5 miles of fence, with posts 35 feet apart, 3 and 4 strands of wire .....	350
Wagon bridge, hewed logs, plank covered, 12 by 33 feet .....	50
100 acres broken and under cultivation .....	250
70 acres of alfalfa, good stand .....	350
2 miles of main ditch and 1 $\frac{1}{2}$ miles lateral ditches, with 360 feet of fluming, 12 by 18 inches in dimension, irrigating 160 acres .....	980
Well, 15 feet deep, walled with rock, 4 feet of water in well .....	40
Has second water right on Rosebud Creek; right filed August 3, 1886, at Miles City, Custer County, Mont.	
Total .....	3,200

#### Notice of irrigation.

Be it known to all men that I, Sheridan L. Busby, do this 2nd day of August, 1886, appropriate six hundred (600) inches of water from the Rosebud River according to the laws of Montana, to be taken from a point on the west bank of Rosebud

River, about one-half mile below Jim Davis Creek, more particularly described by a mound of rock and post four inches square and four feet high at point of diversion; also dam on said Rosebud River at said point, to be used for purposes of irrigation on land claimed by me, Sheridan L. Busby, lying between Rosebud River and Ash Creek on Cheyenne Reservation. This ditch runs a northerly direction, is four feet wide and one foot deep for maximum flow, and one mile long.

SHERIDAN L. BUSBY.

TERRITORY OF MONTANA, *County of Custer, ss:*

Sheridan L. Busby, being duly sworn, says that he is the person mentioned and described in the foregoing notice; that he has read the said notice and knows the contents thereof; that the facts therein stated are true of his own knowledge, and that he posted a copy of said notice in a conspicuous place at the point of diversion mentioned therein upon the 3rd day of August, A. D. 1886.

SHERIDAN L. BUSBY.

Subscribed and sworn to before me this 6th day of August, 1886.

ARTHUR H. O'CONNOR,  
Notary Public, M. T.

This agreement between James McLaughlin, as United States Indian inspector for and on behalf of the United States, party of the first part, and Sheridan L. Busby, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part:

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public, No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, an United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said Sheridan L. Busby, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit, the N.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 31, twp. 3 south, of range 39 east of Montana meridian, State of Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same:

Now, therefore, the party of the first part agrees for and on behalf of the United States that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of sixty-four hundred (\$6,400.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements, of whatever kind or character, thereon existing, which lands were appraised by said McLaughlin in the sum of thirty-two hundred (\$3,200.00) dollars, and which improvements were appraised by said McLaughlin in the sum of thirty-two hundred (\$3,200.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 20th day of September, 1898.

JAMES McLAUGHLIN, [SEAL.]

U. S. Indian Inspector.

SHERIDAN L. BUSBY. [SEAL.]

Witnesses as to both:

J. C. CLIFFORD.

W. A. POSEY.

Personally appeared, John C. Cooley, who being first duly sworn, deposes and says that he is 55 years of age and resides at Lame Deer, Custer County, Montana; that he located upon the land he now owns and occupies on the 18th day of July, 1884, and has since continued to occupy and improve the same, which tract of land has been patented to him and is described as follows:

Certificate No. 208, for the NW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$ , and the E.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of section 3, and the NE.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of section 10 in township 3 south, of range 41 east, of Montana meridian, in the State of Montana, containing 160 acres, dated 21st day of March, 1896. Recorded in vol. 2a, page 59, and further deponent saith not.

JOHN C. COOLEY.

Subscribed and sworn to before me at Tongue River Agency, Custer County, Montana, this 21st day of September, 1898.

JAMES McLAUGHLIN,

United States Indian Inspector.

#### TONGUE RIVER AGENCY, MONT., September 21, 1898.

*Schedule of improvements on 160-acre tract of land patented to John C. Cooley, of Custer County, Mont., within the limits of the Northern Cheyenne Indian Reservation.*

House, frame, 16 by 24 feet, 1 $\frac{1}{2}$ story, with 1-story ell 14 by 16 feet, shingled roof, 6 rooms .....	\$850
Storehouse, hewed logs, 14 by 14 feet, double-board roof, earth covered .....	40
Shop building, hewed logs, 14 by 40 feet, double-board roof, earth covered .....	70
Milk house, hewed logs, 12 by 14 feet, double-board roof, earth covered .....	40
Root house, 14 by 30 feet, double-board roof, earth covered .....	40
Stable, round logs, 14 by 60 feet, double-board roof, earth covered .....	80
Cattle sheds, lumber, 15 by 800 feet, double-board roof, earth covered .....	200
Corn crib, lumber, 8 by 16 feet, double-board roof, earth covered .....	20
Corral, horse, lumber, circular, 100 feet diameter .....	35
Corral, horse, lumber, circular, 50 feet diameter .....	20
Corral, cattle, logs, circular, 150 feet diameter .....	50
Grain and hay yard, lumber, 210 by 210 feet .....	50
960 rods of 2-wire fence, posts 16 feet apart .....	180
30 acres broken and under cultivation .....	75
2 acres of alfalfa .....	10
480 rods of main ditches, one dam, and 250 rods of lateral ditches, irrigating 150 acres (copy of right of way herewith) .....	360
<b>Total .....</b>	<b>2,120</b>

#### *Notice of water right.*

STATE OF MONTANA, County of Custer.

To all whom these presents may concern:

Be it known, that John C. Cooley, whose post-office address is Lame Deer, in said county and State, do hereby publish and declare, as a legal notice to all the world:

First. That I have a legal right to the use, possession, and control of, and claim two hundred (200) inches of the waters of Lame Deer Creek in said county and State, for irrigating and other purposes.

Second. That the special purposes for which said water is intended to be used and the place of intended use is for irrigation for agricultural and stock purposes on land described as follows:

The NW.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$  and the E.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$  of section three, and the NE.  $\frac{1}{4}$  of

the NW.  $\frac{1}{4}$  of section ten, in township three south, of range forty-one east, of Montana meridian, in Montana, containing one hundred and sixty acres.

Third. That I have taken said water out of and diverted it from said creek by means of a dam and ditch, the said ditch being about two feet wide at the bottom and three and one-half feet wide at the top, and two and one half feet deep, and said ditch carries or conducts two hundred inches of water from said creek. Said ditch taps and diverts the water from said stream at a point on the above creek about three hundred feet southwest from the northeast corner of the northeast quarter of the northwest quarter of section ten, and on said forty acres of land in said township and said range; thence running, or to run, north through said described land, to a point on the north line of the northeast quarter of the southwest quarter of section three, of said township and range, and there discharged back into said creek.

Fourth. That I appropriated and took said water on or about the 25th day of May, A. D. 1897, by means of said ditch and dam.

Fifth. That the name of the appropriator of said water is John C. Cooley.

Sixth. That I also hereby claim said ditch and the right of way therefor, and for said water by it conveyed, or to be conveyed, from said point of diversion or appropriation to said land or point of final discharge, and also the right of location upon any lands of any dams, flumes, reservoirs, constructed or to be constructed by me in appropriating and in using said water.

Seventh. That I also claim the right to keep in repair and to enlarge said means of water appropriation at any time, and the right to dispose of the said right, water, ditch, or said appurtenances, in any part or in whole at any time.

Claiming the same all and singular under any and all laws, national and State, rulings and decisions thereunder in the matter of water rights and specifically under sections 731 to 735, and 738 and 741, general laws of Montana, revised statutes of 1879, or as amended and under an act of the legislative assembly of the Territory of Montana, entitled an act relative to water rights, and under sections 1880 to 1902, both inclusive, of the civil code of the State of Montana.

Together with all and singular hereditaments and appurtenances thereunto belonging, appertaining, or to accrue to the same.

Dated this 25th day of May, A. D. 1897.

JOHN C. COOLEY.

STATE OF MONTANA, *County of Custer, ss:*

John C. Cooley, having first been duly sworn, deposes and says that he is of lawful age and is the appropriator and claimant of water and water right mentioned in the foregoing notice and statement of appropriation and claim and the person whose name is subscribed thereto as the appropriator and claimant; that he knows the contents of the said notice and statements foregoing, and that the matters and things therein stated are true.

JOHN C. COOLEY.

Subscribed and sworn to before me this 25th day of May, A. D. 1897.

[SEAL.]

FRED. M. KREIDLER,  
Notary Public.

My commission expires August 17, 1897.

Filed May 27, 1897, at 2 p. m. Fee, \$2. Paid.

STATE OF MONTANA, *County of Custer, ss:*  
*Office Recorder of Deeds.*

I hereby certify that the within instrument was filed for record in this office on the 27th day of May, at 2 o'clock p. m., 1897, and is duly recorded in Book A of water right, at page 363.

[SEAL.]

F. M. SCHWARTZ,  
County Clerk and Recorder of Custer County.

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and John C. Cooley, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part—

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 189\* (Public, No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said

reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon; also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government, and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said John C. Cooley, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit, the NW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and the E.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of section 3, and the NE.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of section 10, in township 3 south, of range 41 east of Montana meridian, in the State of Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same.

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of five thousand (\$5,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of twenty-eight hundred and eighty (\$2,880.00) dollars, and which improvements were appraised by said McLaughlin in the sum of twenty-one hundred and twenty (\$2,120.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 21st day of September, 1898.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.

JOHN C. COOLEY. [SEAL.]

Witnesses as to both:

J. C. CLIFFORD.

W. A. POSEY.

Personally appeared Ed Conley, who, being first duly sworn, deposes and says that he is 42 years of age and resides at Hutton P. O., Custer Co., Mont.; that he located upon the land he now owns and occupies in April, 1883, and has since continued to occupy and improve the same, which tract of land has been patented to him and is described as follows, to wit: Homestead certificate No. 432, application No. 1291, for the SW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 1, and SE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of sec. 2, and NE.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of sec. 11, and NW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of sec. 12, in township 5 S., of R. 38 E. of Montana meridian, in Montana, containing 160 acres.

Patent dated 10th day May, 1898, and showing note of record in vol. 38, page 212; and further deponent saith not.

ED CONLEY.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Montana, this 28th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., *September 28, 1898.**Schedule of improvements on 160-acre tract of land patented to Ed. Conley, of Custer County, Mont., within the Northern Cheyenne Indian Reservation.*

House, hewed logs, 18 by 20 feet, with frame "L" 14 by 18 feet, floored, double roof boards, earth covered, porch 6 by 52 feet, 5 rooms, picket fence.....	\$500
House, log, 16 by 24 feet, covered steel roofing, with addition, log, 15 by 30 feet, covered with double slabs and earth, 4 rooms, lined and calcimined.....	300
Storehouse, 14 by 14 feet, logs, scalped and hewed.....	40
Shop building, 18 by 18 feet, logs, scalped and hewed.....	80
Ice house, 14 by 16 feet, round logs.....	30
2 chicken houses, 12 by 16 feet and 14 by 16 feet, log.....	50
Root house, 10 by 16 feet.....	20
Milk house, 10 by 12 feet.....	20
Granary, 14 by 16 feet, double floored, slab roof.....	70
Coal house, 8 by 14 feet, slabs.....	15
Cornerib, 8 by 16 feet, peeled logs.....	20
Stable, 16 by 40 feet, stalled and mangered, log, peeled logs, earth covered....	150
3 stock sheds—16 by 24 feet, 12 by 30 feet, and 8 by 30 feet, logs and slabs....	135
Cow shed, 14 by 14 feet.....	30
3 corrals—circular, 50 feet diameter, 63 by 65 feet, 70 by 70 feet, split poles and posts, 7 feet high.....	120
2 hay corrals—26 by 70 feet, 100 by 100 feet; one woven picket, the other split poles and posts.....	100
Hog pasture of 1½ acres, 2 slabs and 2 wires, posts 12 feet.....	25
640 rods 3-wire fence, posts 32 feet apart.....	140
240 rods cross fence, 2 wires, posts 32 feet apart.....	40
Calf pasture of 3 acres, fenced with 4 wires and pickets.....	35
2 wells, each 15 feet deep, rockd walls.....	75
Dam in Rosebud River for subirrigation, with two abutments, one 8 by 8 by 16 feet, 8 by 8 by 12 feet, rock, willows, and earth.....	70
44 acres broken and under cultivation.....	110
13 acres in alfalfa.....	65
Bridge, 12 by 22 feet, covered with split poles.....	50
Wagon shed, 14 by 16 feet.....	10
Total.....	2,300

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Ed. Conley, located on the Northern Cheyenne Reservation in the State of Montana, party of the second part.

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten: and

Whereas the said Ed. Conley, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit, the SW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of section one (1), and SE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section two (2), and NE.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of section eleven (11), and NW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of section twelve (12), in township 5 south, of range 38 east of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same.

Now, therefore, the party of the first part agrees for and on behalf of the United States that the said United States will pay to the said party of the second part, his heirs, executors, or assigns the sum of fifty-five hundred (\$5,500.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of thirty-two hundred (\$3,200.00) dollars, and which improvements were appraised by said McLaughlin in the sum of twenty-three hundred (\$2,300.00) dollars.

And the party of the second part hereby agrees for himself, his heirs, executors, and assigns that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith upon such payment, and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 28th day of September, 1898.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.  
ED. CONLEY. [SEAL.]

Witnesses as to both:

J. C. CLIFFORD.  
W. A. POSEY.

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[Desert land act of March 3, 1877. Receiver's final receipt, No. 46. Declaration, No. 261.]

LAND OFFICE AT MILES CITY, MONTANA, November 19, 1897.

Received from Fred Ramsay, of Custer County, Montana, the sum of eighty dollars and no cents, being final payment of one dollar per acre for the SE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  of section 23, in twp. 5 south, of range 38 east, containing 80 acres, at one dollar and twenty-five cents per acre, the sum of twenty-five cents per acre having been heretofore paid, as per original receipt No. 261.  
\$80.00.

JAS. G. RAMSAY, Receiver.

No. 298.] RECEIVER'S OFFICE AT MILES CITY, MONTANA, November 19, 1897.

Received from Fred Ramsay, of Custer County, Montana, the sum of two hundred dollars and no cents, being in full for the S.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  and W.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  of section No. 24, in township No. 5 south, of range No. 38 east, containing 160 acres and no hundredths, at \$1.25 per acre.  
\$200.00.

JAS. G. RAMSAY, Receiver.

\$1.00 testimony fee received. Number of written words, 445. Rate per 100 words, 22 $\frac{1}{2}$  cents.

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Personally appeared Fred Ramsey, who being first duly sworn, deposes and says that he is 39 years of age and resides at Hutton Post-Office, Custer County, Montana; that he located upon the land he now owns and occupies in the spring of 1883, and has since continued to occupy and improve the same, which tract of land is described as follows, to wit: The SE.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of sec. 23, and the S.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 24, in twp. 5 south, of range 38 east, of Montana meridian, in Montana, containing 240 acres, as shown by copies of receiver's final receipts hereunto attached; that he has made lasting and valuable improvements upon the above-described land, as specified in accompanying schedule, and further deponent saith not.

FRED RAMSEY.

Subscribed and sworn to before me, at Tongue River Agency, Custer County, Montana, this 29th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.



TONGUE RIVER AGENCY, MONT., *September 29, 1898.*

*Schedule of improvements on 240-acre tract of land owned and occupied by Fred Ramsey within the Northern Cheyenne Reservation, in Custer County, Mont., for which tract of land he (Fred Ramsey) holds receiver's final receipts, dated November 19, 1897.*

House, hewed logs, 20 by 40 feet, matched pine flooring, roof of hewed timbers, covered with tar paper, earth and shale on top, 4 rooms, porch around building 8 by 96 feet, floored with $1\frac{1}{4}$ -inch pine lumber .....	\$730
Storehouse, 18 by 20 feet, 2-inch, plank flooring, double-board roof, with tar paper and earth covering .....	150
Root house, 8 by 10 feet, timber roof supports, double covering .....	60
Chicken house, 12 by 18 feet, hewed logs, split-pole roof, earth covered .....	50
Coal house, 12 by 18 feet, lumber .....	20
Horse stable, 16 by 18 feet, round logs, stalls and mangers, split-pole roof, earth covered .....	110
2 stables, connecting, each 16 by 16 feet, logs and lumber, slab roof, covered with hay .....	120
Shed, logs, 16 by 250 feet, slab roof, covered with hay .....	240
New shed and calf corral under construction, 16 by 90 feet, partly built, with all required material for completion of building on the ground .....	75
Horse corral, circular, 70 feet diameter, poles, 9 feet high, 2 swing gates .....	70
2 cow corrals, 50 by 55 feet and 70 by 150 feet, respectively, poles and lumber, 8 feet high .....	120
2 hay corrals, 50 by 90 feet and 40 by 80 feet, respectively, poles and lumber, 7 feet high .....	70
32 acres of land broken and under cultivation .....	80
24 acres of alfalfa .....	120
5 miles of fence, 1 mile of which is 4 wires and 4 miles of 3 wires, posts 33 feet apart, with 5 stays between posts .....	350
One-half interest with James A. Beatty in 2 miles of main ditch and water right, ditch 6 feet wide on bottom and 18 inches average depth .....	165
One-fourth mile of main ditch, 4 feet wide on bottom and 1 foot average depth .....	40
$1\frac{1}{2}$ miles of main lateral ditches, 18 inches wide on bottom and 8 inches average depth; 220 acres of the 240-acre tract can be irrigated from these ditches .....	30
One-half interest with James A. Beatty in dam in Corral Creek, which dam is 50 feet long, 3 feet high, and 12 feet thick, of willows and earth .....	35
Bridge across Rosebud River, 14 by 18 feet, with rock-cribbed approaches .....	65
Total .....	2,700

## NOTICE.

The undersigned, being a citizen of the United States and a resident of Custer County, Montana, claims all the water of Corral Creek, being 800 inches miners' measurement, be the same more or less, for the purpose of taking out and operating an irrigating ditch, or ditch and flume, diverting from a point designated by a notice posted just above the mouth of Dry Fork of said creek, being about one and one-fourth miles above my ranch buildings, said appropriation being to reclaim and raise hay and other cereals upon the bottom lands on both sides of said creek between the point of diversion and the Rosebud River. The said ditch, or ditch and flume, to be of the dimensions of 12 inches deep, 60 inches on bottom, and 12 inches at top.

Appropriated the 18th day of June, A. D. 1885.

FREDERICK RAMSEY.

TERRITORY OF MONTANA, *County of Custer, ss:*

Frederick Ramsey, being first duly sworn, deposes and says that the statements set forth in the above and foregoing notice of location are true.

FREDERICK RAMSEY.

Subscribed and sworn to before me this 18th day of June, A. D. 1885.

[SEAL.]

WILLIAM GREEN,  
Notary Public, Montana.

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Fred Ramsey, located

on the Northern Cheyenne Reservation, in the State of Montana, party of the second part—

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public, No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, an United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said Fred Ramsey, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit: The SE.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of sec. 23, and the S.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 24, in twp. No. 5 south, of range 38 east, of Montana meridian, in Mont., containing 240 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same:

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of seven thousand five hundred (\$7,500.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of four thousand eight hundred (\$4,800.00) dollars, and which improvements were appraised by said McLaughlin in the sum of two thousand seven hundred (\$2,700.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals, at Tongue River Agency, Custer County, Montana, on this 29th day of September, 1898.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.

FRED RAMSEY. [SEAL.]

Witnesses as to both:

W. A. POSEY.  
J. C. LYNDES.

Personally appeared Hugh Gaffney, who, being first duly sworn, deposes and says that he is 68 years of age and resides at Lama Deer, Custer County, Montana; that he located upon the land he now owns and occupies in the month of October, 1883, and has since continued to occupy and improve the same, which tract of land has been patented to him and is described as follows, to wit:

Homestead certificate No. 256, application 686, for the NW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and S.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of section eleven (11), and the NE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section ten (10), in township three (3) south, of range forty-one (41) east, of Montana meridian, in Montana, con-

taining 160 acres; patent dated 30th day of March, 1896, and showing note of record in vol. 2A, page 106; and further deponent saith not.

HUGH GAFFNEY.

Subscribed and sworn to before me at Tongue River Agency, Custer County, Montana, this 30th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., September 30, 1898.

*Schedule of improvements on 160-acre tract of land patented to Hugh Gaffney, of Lame Deer, Custer County, Mont., within the limits of the Northern Cheyenne Indian Reservation.*

House of 2 rooms, round logs, earth covered, 18 by 40 feet .....	\$150
Stable, log, 18 by 35 feet, earth covered .....	80
Shed, log, 14 by 56 feet, with projecting winter shelter 56 feet long .....	100
Shed, log, 14 by 40 feet, and a third shed, 14 by 50 feet .....	90
Hogpen, log, 12 by 12 feet .....	20
Henhouse, log, 12 by 16 feet .....	25
Root house, log, 12 by 20 feet .....	40
Milk house, log, 12 by 14 feet .....	30
Cattle and hay corral, logs and round poles, 60 by 120 feet .....	60
40 acres broken and under cultivation .....	100
560 rods of fence, posts 16 feet apart, portion 2 wires and portion 3 wires .....	105
Total .....	800

I, Ellen Gaffney, of Lee post-office, Custer County, Montana, the lawful wife of Hugh Gaffney, and now 57 years of age, who separated from my husband, the said Hugh Gaffney, in 1892, and have not lived with him since said separation, do hereby consent and agree to sign and execute a joint deed with my said husband for our homestead of 160 acres of land and to relinquish my dower right to same upon payment to me, out of the proceeds or purchase price of the same, the sum of one thousand (1,000.00) dollars; which homestead is situated within the Northern Cheyenne Indian Reservation, in Custer County, Montana, and is described as follows, to wit:

The SW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and S.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of section eleven (11), and NE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section ten (10), township 3 south, of range 41 east of Montana meridian, in Montana.

This agreement being conditioned upon the approval and ratification of the negotiations which James McLaughlin, U. S. Indian inspector, is now engaged upon in purchasing the claims and improvements of legal white settlers within the limits of the Northern Cheyenne Indian Reservation, in Custer County, Montana.

In witness whereof I hereto subscribe my name at Tongue River Agency, Montana, this 27th day of September, 1898.

ELLEN GAFFNEY. [SEAL.]

Witnesses:

J. C. CLIFFORD.

W. A. POSEY.

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Hugh Gaffney, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part,

Witnesseth, that whereas by section ten of the act of Congress approved July 1, 1898 (Public—No. 175), it is provided, among other things, as follows, to wit:

"Sec. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also

ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government, and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, as United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said Hugh Gaffney, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit: The NE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and S.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section 11, and the NE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section 10, in township 3 south, of range 41 east of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same.

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of four thousand (\$4,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of three thousand two hundred (\$3,200.00) dollars, and which improvements were appraised by said McLaughlin in the sum of eight hundred (\$800) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 30th day of September, 1898.

JAMES McLAUGHLIN, [SEAL.]

U. S. Indian Inspector.

HUGH GAFFNEY. [SEAL.]

Witnesses as to both:

W. A. POSEY.

W. C. KOHLENBERG.

Personally appeared Hiram L. Young, who, being first duly sworn, deposes and says that he is 69 years of age and resides at Muddy Post-Office, in Custer County, Montana; that he located upon the land he now owns and occupies in 1882, and has since continued to occupy and improve the same, which tract of land has been patented to him and is described as follows, to wit: Homestead certificate No. 253, application No. 685, for the E.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of sec. 35, in township 2 south, of range 40 east of Montana meridian, in Montana, containing 160 acres, patent dated March 4th, 1896, and showing note of record in volume 2 A, page 103; and further deponent saith not.

HIRAM L. YOUNG.

Subscribed and sworn to before me at Tongue River Agency, Custer County, Montana, this 3rd day of October, 1898.

JAMES McLAUGHLIN, U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., October 3, 1898.

Schedule of improvements upon 160-acre tract of land patented to Hiram L. Young, of Muddy Post-Office, Custer County, Mont., within the Northern Cheyenne Indian Reservation.

House, frame, 18 by 42 feet, matched-pine flooring, metallic roof, with hewed-log addition 18 by 24 feet, and hewed-log extension 16 by 40 feet, shingled roofs, with pine floors, cellar under dining room 8 by 10 feet, buildings containing 8 rooms, exclusive of hall, closets, and coal room, porch on front 7 by 18 feet.....

\$960

Root house, 12 by 16 feet, with shelves and swings, timber supports, earth covered.....	\$50
Ice house, hewed logs, 16 by 18 feet, lumber covered, earth roof.....	40
Henhouse, round logs, 10 by 12 feet, lumber covered, earth roof.....	20
Coal house, lumber, 5 by 12 feet, lumber covered, earth roof.....	10
Store building, hewed logs, 16 by 20 feet, floored, earth roof.....	185
Shop building, round logs, 10 by 14 feet, earth roof.....	40
Horse stable, hewed logs, 18 by 42 feet, with box-stall addition, 16 by 16 feet, with harness room, stalls, and mangers, double board roof, earth covered....	150
Calf stable, lumber, 10 by 10 feet, double board roof, earth covered.....	10
Sheds, lumber, 16 by 125 feet, double board roof, with tar paper between.....	240
250 linear feet of feeding corrals, 1½-inch lumber, 6½ feet high, with 125 feet of feeding racks made of 2 by 8 inch lumber; three swing gates.....	125
2 hay corrals, 50 by 120 feet, and 100 by 260 feet, respectively, of 4-wire fence...	40
2 watering yards, 80 by 150 feet each, of 4-wire fence.....	20
Wagon shed, lumber, 20 by 30 feet, open on front.....	40
Well, 28 feet deep, rock walled.....	70
240 rods 4-wire fence and 1,040 rods of 3-wire fence, with cedar posts averaging 16 feet apart.....	280
30 acres of land broken and under cultivation.....	75
16 acres of alfalfa.....	80
25 acres grubbed and leveled, now excellent meadow land.....	50
1 mile of main ditch, 3 feet wide on bottom, averages 2 feet deep.....	110
1 mile lateral ditches, 2 feet wide on bottom, averages 1½ feet deep.....	45
2 dams in Muddy Creek of willows, rock, and earth, 7 by 10 by 20 feet each, with plank flumes and regulation gates.....	160
First and only water right on Muddy Creek; right filed and recorded in June, 1885; about 60 acres of this 160-acre tract under irrigation.	
Total.....	2,800

*Claim to water right of Hiram L. Young.*

#### LOCATION NOTICE.

*To all whom it may concern:*

Notice is hereby given that I, Hiram L. Young, of Custer County, Montana Territory, a citizen of the United States over the age of twenty-one years, do hereby locate and claim, under the provisions of the laws of the United States and of the laws of the Territory of Montana, one hundred and forty-four (144) inches (miner's measure) of the waters of Muddy Creek, a tributary of the Rosebud River, in Custer County, Montana, to be taken from said creek at a certain point on the west bank thereof, to wit:

Where a hewed pine post, six inches square and six feet high, set in a mound of earth ten feet from said creek bank, bears almost directly south of the mouth of said Muddy Creek, about one-quarter mile distant, and on which post a location notice has been duly posted; also a dam thrown across said creek; the waters so taken shall be conveyed by ditch, or ditch and flume, in a general northerly direction, and be used from the point of appropriation, which is on the unsurveyed homestead claim of this claimant and appropriator, for the purpose of irrigating the homestead claim of this appropriator for agricultural purposes and for other industrial purposes, and from thence shall be further conveyed in like manner for the same purposes. That the ditch, or ditch and flume, shall be of sufficient size to properly and economically conduct one hundred and forty-four inches of water (miner's measure), and that said appropriation of said waters was made on the 20th day of May, A. D. 1885.

HIRAM L. YOUNG.

TERRITORY OF MONTANA, *Custer County*, ss:

Hiram L. Young, being duly sworn, says that he is the claimant above named, that the facts, matters, and things contained in the above notice are true, and that no other appropriation of the waters of said creek has been made.

HIRAM L. YOUNG.

Subscribed and sworn to before me this 28th day of May, A. D. 1885.

[SEAL.]

WILLIAM GREEN, *Notary Public*.

Filed May 28th, at 4 p. m. Fees, \$3.15.

## OFFICE OF COUNTY CLERK AND EX OFFICIO RECORDER OF CUSTER COUNTY.

STATE OF MONTANA, *County of Custer*, ss:

I, F. M. Schwartz, county clerk and ex officio county recorder of the county of Custer, in the State of Montana, do hereby certify that the annexed is a correct transcript from the original record of water right now remaining in this office, together with the several endorsements thereon contained.

In witness whereof I hereunto set my hand and the seal of the said county this 14th day of October, in the year one thousand eight hundred and ninety-eight.

[SEAL.]

F. M. SCHWARTZ,  
County Clerk and Ex Officio Recorder,  
By JNO. MCAUSLAND,  
Deputy County Clerk.

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Hiram L. Young, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part—

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public, No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon; also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said Hiram L. Young, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit, the E.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of sec. 35, twp. 2 south, of range 40 east, of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same:

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of six thousand (\$6,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements, of whatever kind or character, thereon existing, which lands were appraised by said McLaughlin in the sum of three thousand two hundred (\$3,200.00) dollars, and which improvements were appraised by said McLaughlin in the sum of two thousand eight hundred (\$2,800.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed



our seals at Tongue River Agency, Custer County, Montana, on this 3rd day of October, 1898.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.  
HIRAM L. YOUNG. [SEAL.]

Witnesses as to both:

W. A. POSEY,  
GEO. BIRD GRINNELL.

*Notice of water right.*

STATE OF MONTANA, *County of Custer, ss:*

*To all whom these presents may concern:*

Be it known that John C. Lyndes, Muddy, Custer Co., Montana, of Muddy, in said county and State, do hereby publish and declare, as a legal notice to all the world:

I. That John C. Lyndes has a legal right to the use, possession, and control of and claim one hundred and twenty (120) inches of the waters of Muddy Creek, in said county and State, for irrigating and other purposes.

II. That the special purpose for which said water is intended to be used and the place of intended use is T. 3 S., R. 40 E., sec. 33, for the purpose of irrigating S.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 33.

III. That I have taken said water out of and diverted it from said Muddy Cr. by means of dam and ditch, which said ditch is twelve (12) inches by sixty (60) inches in size and carries or conducts 500 inches of water from said Muddy Cr. Said ditch taps and diverts the water from said stream at a point on its north bank  $\frac{1}{4}$  mile south and  $\frac{1}{2}$  mile west of SW. corner of sec. 33; thence running, or to run, to and upon said described land (and through the said land, if I so desire, to any requisite point of final discharge).

IV. That I appropriated and took said water on the 12th day of August, A. D. 1895, by means of said dam and ditch.

V. That the name of the appropriator of said water—John C. Lyndes.

VI. That I also hereby claim said ditch and the right of way therefor and for said water by it conveyed, or to be conveyed, from said point of appropriation to said land or point of final discharge, and also the right of location upon any lands of any dams, flumes, reservoirs, constructed, or to be constructed, by me in appropriating and in using said water.

VII. That I also claim the right to keep in repair and to enlarge said means of water appropriation at any time and the right to dispose of the said right, water, ditch, or said appurtenances in part or in whole at any time.

Claiming the same, all and singular, under any and all laws, national and Territorial, and rulings and decisions thereunder, in the matter of water rights, and specifically under sections 731 to 735, inclusive, and 738 and 741, General Laws, Laws of Montana, Revised Statutes of 1879, or as amended, and under an act of the legislative assembly of the Territory of Montana, entitled "An act relative to water rights," approved March 12th, A. D. 1885.

Together with all and singular, the hereditaments and appurtenances thereunto belonging or appertaining or to accrue to the same.

Witness my hand at Miles City, Montana St., this 21st day of August, 1895.

JOHN C. LYNDES.

STATE OF MONTANA, *County of Custer, ss:*

John C. Lyndes, having first been duly sworn, deposes and says that he is of lawful age and the appropriator and claimant of the water and water right mentioned in the foregoing notice and statement of appropriation and claim, and the person whose name is subscribed thereto as the appropriator and claimant; that he knows the contents of said notice and statement foregoing, and that the matters and things therein stated are true.

JOHN C. LYNDES.

Subscribed and sworn to before me this 21st day of Aug., A. D. 1895.

A. H. SWERDFIGER, *County Clerk,*  
By W. S. SNELL, *Deputy.*



STATE OF MONTANA, *County of Custer, ss:*

OFFICE OF RECORDER OF DEEDS.

I hereby certify that the within instrument was filed for record in this office on the 21st day of August, 1895, at 4.45 o'clock p. m., and is duly recorded in Book A of W. R., at page 243.

[SEAL.]

A. H. SWERDFIGER,  
County Clerk and Recorder of Custer County,  
By W. S. SNELL, Deputy.

TONGUE RIVER AGENCY, MONT., *September 28, 1898.*

*Schedule of improvements upon 80-acre tract of land situated in Custer County, Mont., within the Northern Cheyenne Indian Reservation, patented to Alfred W. Lindley and deeded by him to J. C. Lyndes, the present owner and occupant.*

	Appraised value.
400 rods 3-wire fence, posts 30 feet apart, with 4 stay-posts.....	\$75.00
120 rods of main ditch, with capacity of irrigating 60 acres of the 80-acre tract, 1½ feet by 4 feet on bottom.....	40.00
20 acres of land broken and under cultivation.....	50.00
9 acres of alfalfa.....	45.00
Total.....	210.00

Only water right on West Fork of Muddy Creek, in Custer County, Mont. Right for 120 inches of water filed August 21, 1895.

*Abstract of title to the S. ½ SE. ½ Sec. 33, T. 3 So., R. 40 E., Custer County, Montana.*

No.	Grantor.	Grantee.	Nature of instrument.	Consideration.		Dated.			Filed.			Recorded.	
				Dollars.	Cents.	Month.	Day.	Year.	Month.	Day.	Year.	Book.	Page.
1	A. W. Lindley and Sarah L. (wife).	John C. Lyndes.	Deed....	2000	....	May	6	1893	Oct.	15	1898	G	597

## DESCRIPTION AND REMARKS.

[Directions must be strictly followed.]

S. ½ SE. ½ Sec. 33, T. 3 So., R. 40 E., 80 acres.

I hereby certify that the within abstract of title, No. 1 to No. —, inclusive, is a full, true, and correct abstract of title to said property as the same appears upon the records of said county on the 15th day of October, A. D. 1898, at 12 o'clock m.

[SEAL.]

F. M. SCHWARTZ, *County Clerk, Abstracter.*  
By JNO. MCAUSLAND, *Deputy.*

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and John C. Lyndes and Wallace H. Lyndes, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part—

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and com-

plete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said John C. Lyndes and Wallace H. Lyndes, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit: The S.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section 33, in township 3 south, of range 40 east of Montana meridian, in Montana, containing 80 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same.

Now, therefore, the party of the first part agrees for and on behalf of the United States that the said United States will pay to the said party of the second part, his heirs, executors, or assigns the sum of fourteen hundred and ten (\$1,410.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of twelve hundred (\$1,200.00) dollars, and which improvements were appraised by said McLaughlin in the sum of two hundred and ten (\$210.00) dollars.

And the party of the second part hereby agrees for himself, his heirs, executors, and assigns that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this — day of —, 1898.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.

JOHN C. LYNDES. [SEAL.]  
WALLACE H. LYNDES.

Witness as to John C. Lyndes and Wallace H. Lyndes:

B. RONY.

Personally appeared Patrick Lynch, who, being first duly sworn, deposes and says, that he is 70 years of age and resides at Lame Deer, Custer Co., Montana; that he located upon the land he now owns and occupies in October, 1883, and has since continued to occupy and improve the same, which tract of land has been patented to him and is described as follows, to wit: "Homestead certificate No. 257. Application No. 687. Patent date March 4th, 1896; recorded in Volume 2A, page 104. For the W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of section 21 in township 2 S., of range 41 E., of Montana meridian in Montana, containing 160 acres." And further deponent saith not.

PATRICK LYNCH.

Subscribed and sworn to before me, at Tongue River Agency, Custer Co., Montana, this 5th day of October, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., October 5, 1898.

*Schedule of improvements on 160-acre tract of land owned and occupied by Patrick Lynch, within the limits of the Northern Cheyenne Indian Reservation, Custer County, Mont.*

House, 16 by 34 feet, with 16 by 16 feet, hewed logs, 3 rooms .....	\$250
Root house, 12 by 14 feet, timber support to roof .....	50
Milk house, 8 by 14 feet, shelves, etc .....	30
Chicken house, 12 by 12 feet, peeled logs .....	35
Horse stable, 20 by 26 feet, 10 feet high, peeled logs, lumber roof .....	120
Shed for cattle, 14 feet, 80 feet inch light, peeled logs .....	80
Sheep shed, 30 feet by 30 feet .....	55
Corncrib, 10 by 16 feet .....	50
Well, 24-foot, rock walled, 6 feet of water .....	60
Hay corral, 90 feet by 250 feet, poles and posts .....	65
Cattle corral, 150 feet by 250 feet, poles and posts .....	85
Horse corral, 40 by 40 feet, poles and posts .....	35
960 rods 2 and 3 wire fence, posts 20 feet apart .....	180
640 rods of main ditch, 5 feet wide on bottom, 2 feet average depth, irrigating 120 acres .....	400
480 rods of lateral ditches, 2 feet on bottom, depth 1 foot .....	55
Dam in Lame Deer Creek, rock, willows, lumber, and earth, 30 feet by 6 feet by 12 feet .....	135
34 acres of land broken and under cultivation (including 10 acres on adjoining desert claim) .....	85
14 acres of alfalfa .....	70
80 acres grubbed and leveled blue-joint meadow .....	160
First "water right" of Lame Deer Creek of 400 inches.	
Total .....	2,000

*To whom it may concern:*

Be it known that the undersigned, Patrick Lynch, of Lame Deer, in the county of Custer and State of Montana, do, hereby appropriate water from the Lame Deer Creek, in said county, for the purpose of irrigation, pursuant to the laws of the State of Montana, as follows, to wit:

First. I claim four hundred (400) inches of water, measured as in section 14 of an act relating to water rights of the laws of 1885, approved March 12, A. D. 1885, provided.

Second. The purpose for which said water is to be used is that of irrigation upon land claimed and now occupied by me.

Third. I purpose to divert said water from said Lame Deer Creek by a ditch four feet wide at the bottom, with a natural slope to both sides of said ditch of one-half of a foot horizontal to every foot vertical, and of sufficient depth to convey the proposed (400) inches of water, with such fluming as may be required.

Fourth. The date of appropriation is on the 12th day of August, 1890, at which time a notice, as required by law, was posted in a conspicuous place near the point of diversion.

Fifth. The name of the appropriatee is the said Patrick Lynch.

Sixth. The name of the stream from which the diversion is made is the Lame Deer Creek, in said county and State.

Seventh. The said water is to be diverted from Lame Deer Creek at a bridge on the west bank of said creek and near where the road crosses the Lame Deer Creek.

PATRICK LYNCH.

*STATE OF MONTANA, County of Custer:*

Patrick Lynch, being duly sworn, says that he is the person named in the foregoing notice; that he has heard the same read, and that the matters and things named therein are true of his own knowledge.

PATRICK LYNCH.

Subscribed and sworn to before me this 15th day of Sept., 1890, Lame Deer, Custer County, State of Montana.

[SEAL.]

GEORGE WALTERS, Notary Public.

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Patrick Lynch, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part—

Witnesseth, that whereas by section ten of the act of Congress approved July 1, 1898 (Public — No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, as United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said Patrick Lynch, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit: The W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of section 21, in twp. 2 south, of R. 41 east of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same.

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of eight thousand (\$8,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of six thousand (\$6,000.00) dollars, and which improvements were appraised by said McLaughlin in the sum of two thousand (\$2,000.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 5th day of October, 1898.

JAMES McLAUGHLIN, [SEAL]

U. S. Indian Inspector.

PATRICK LYNCH. [SEAL]

Witnesses as to both:

J. C. LYNDES.

W. A. POSEY.

*Abstract of title to the NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$ , sec. 24, W.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$ , sec. 13, T. 3 So. of range 40 E., Custer County, Montana.*

No.	Grantor.	Grantee.	Nature of instrument.	Consideration.		Dated.			Filed.			Recorded.	
				Dollars.	Cts.	Month.	Day.	Year.	Month.	Day.	Year.	Book.	Page.
1	Z. T. Rowland and C. M. Harrison.	Robt. Houston and T. W. Longley.	Mortg...	779	70	Aug.	7	1893	Aug.	24	1893	F.	166
2	J. B. Hawkins, sheriff.	T. W. Longley and James Leabo.	Deed...	800	....	May.	9	1896	May.	9	1896	I.	386
3	James Leabo.....	T. W. Longley	Deed...	800	....	July.	11	1896	Nov.	20	1897	G.	326

## DESCRIPTION AND REMARKS.

[Directions must be strictly followed.]

No. 1.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$ , sec. 24, W.  $\frac{1}{2}$  SW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$ , sec. 13, T. 3 So., range 40 E.  
 No. 2.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$ , sec. 24, W.  $\frac{1}{2}$  SW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$ , sec. 13, T. 3 So., R. 40 E.  
 No. 3.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$ , sec. 24, W.  $\frac{1}{2}$  SW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$ , sec. 13, T. 3 So., R. 40 E.

I hereby certify that the within abstract of title from No. 1 to No. 3, inclusive, is a full, true, and correct abstract of title to said property as the same appears upon the records of said county on the 15th day of Oct., A. D. 1898, at 12 o'clock m.

[SEAL.]

F. M. SCHWARTZ,  
*Co. Clk., Abstracter,*  
 By JNO. MCAUSLAND,  
*Deputy.*

Personally appeared James Rowland, who, being first duly sworn, deposes and says that he is 38 years of age, and resides at Tongue River Agency, Custer County, Montana; that he is a mixed blood of the Northern Cheyenne Tribe of Indians and a member of said tribe, belonging to Tongue River Agency; that he came to this locality in 1881 and located on Muddy Creek, within the tract subsequently set apart as a reservation for the said Northern Cheyenne Indians; that when he came to this locality in 1881 he was accompanied by his father's brother, a full-blood white man, Zachary T. Rowland by name, and that his said uncle located upon a tract of unsurveyed land on Muddy Creek in the summer of 1881, and that he continued to cultivate and improve said tract until the land was surveyed and opened for entry, when he filed upon the land and subsequently proved up and received receiver's final receipt for same. Deponent further says that his said uncle died June 10th, 1897, and left no wife or children; that prior to his death he had mortgaged said tract of land to one T. W. Longley, who subsequently foreclosed said mortgage, and now, as understood by affiant, owns the said tract of land under said foreclosure; and further deponent saith not.

JAS. ROWLAND.

Subscribed and sworn to before me at Tongue River Agency, Custer County, Montana, this 10th day of October, 1898.

JAMES McLAUGHLIN,  
*U. S. Indian Inspector.*

TONGUE RIVER AGENCY, MONT., October 10, 1898.

*Schedule of improvements upon 160-acre tract of land situated on Muddy Creek, within the Northern Cheyenne Indian Reservation, in Custer County, Mont., patented to Zack Rowland, which tract is now owned by T. W. Longley.*

	Appraised value.
House, hewed logs, 16 by 22 feet, with ell of round logs, 16 by 18 feet, pine-board flooring, split-pole roof, earth covered. House is unoccupied, doors and windows missing, and building dilapidated .....	\$40
Root house, 12 by 14 feet .....	15
Corncrib, 8 by 12 feet, used as implement storeroom .....	10
Stable, scalped logs, 24 by 32 feet, with lumber extension for hayloft, 6 stalls and stairway, covered with boards and tar paper. The premises being unoccupied the stable has been looted and is dilapidated .....	35
Well, 18 feet deep, rock walled, neglected and in poor condition .....	25
800 rods of 3-wire fence, posts 30 feet apart. The place being unoccupied the fence is neglected and in poor condition .....	75
40 acres of land has been broken, but not having been cultivated for some years it is overgrown with weeds and no better now than land that never was broken.	
Total .....	200

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and T. W. Longley, acting herein by C. H. Loud, his attorney in fact, grantee of Zachary T. Rowland, deceased, who located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part.

Witnesseth, That whereas by section ten of the act of Congress, approved July 1, 1898 (Public No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said Zachary T. Rowland, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit, the NW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of sec. 24, and W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of sec. 13, in township 3 south, of range 40 east of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same:

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of two thousand (\$2,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements, of whatever kind or character, thereon existing, which lands were appraised by said McLaughlin in the sum of eighteen hundred (\$1,800.00) dollars, and which improvements were appraised by said McLaughlin in the sum of two hundred (\$200.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Miles City, Montana, on this 14th day of October, 1898.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.

T. W. LONGLEY, [SEAL.]  
By C. H. LOUD,  
His Attorney in Fact.

Witnesses as to both:  
JOHN C. LYNDES,  
A. T. MCAUSLAND.

#### TONGUE RIVER AGENCY, MONT., October 8, 1898.

*Schedule of improvements on 160-acre tract of land, homestead of James J. Thompson, within the Northern Cheyenne Indian Reservation, in Custer County, Mont., and described as follows, to wit: The SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of section 24, and E.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of section 23, in township 4 south, of range 33 east, of Montana meridian.*

House, hewed logs, 18 by 26 feet with ell 14 by 26 feet, double-board roof with tar paper on top, earth-covered, with addition of lumber 10 by 36 feet, double-board roof with tar paper between, 8 rooms.....	\$580
Frame house, 15 by 16 feet, double-board roof.....	60
Root house, 10 by 16 feet, timber supports .....	50
Sheep shed, 96 by 100 feet, posts, poles, and pine lumber .....	180



Sheep corral in three sections, 210 by 310 feet, posts and seven wires.....	\$60
480 rods of four-wire fence, posts 30 feet apart.....	120
240 rods main ditch, 7 feet wide on top, 6 feet wide on bottom, 2½ feet deep, and carries 2 feet of water, irrigating 60 acres of tract of land.....	240
Dam in Rosebud River, logs, rocks, and willows, 40 feet long, 7 feet high, and 30 feet wide.....	150
2 bridges over irrigating ditches, hewed logs, each 10 by 16 feet.....	40
60 acres grubbed and leveled, now in blue-joint hay meadow.....	120
Total.....	1,600

DEPARTMENT OF THE INTERIOR,  
UNITED STATES LAND OFFICE,  
Miles City, Mont., October 12, 1898.

*To whom it may concern:*

This is to certify that James J. Thompson, of Hutton, Mont., has this day made final proof of his homestead entry, covering the SW. ¼ NW. ¼ of sec. 24, the E. ¼ SE. ¼ and the SE. ¼ NE. ¼ of sec. 23, township 4 south, range 38 east, and is duly entitled to a final receipt for same, but owing to the absence of the receiver on leave and his failure to leave any receipts signed in blank the undersigned is unable to issue such receipt to him.

S. GORDON, *Register.*

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and James J. Thompson, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part—

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public, No. 175), it is provided, among other things, as follows, to wit:

“SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

“It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior.”

Whereas the said James McLaughlin, an United States Indian Inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said James J. Thompson, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit, the SW. ¼ of NW. ¼ of sec. 24 and E. ¼ of SE. ¼ and SE. ¼ of NE. ¼ of sec. 23, town. 4 south, of R. 38 east, of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same:

Now, therefore, the party of the first part agrees, for and on behalf of the United States that the said United States, will pay to the said party of the second part, his heirs, executors, or assigns, the sum of four thousand eight hundred (\$4,800.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements, of whatever kind or character, thereon existing, which lands were appraised by said McLaughlin in the sum of thirty-two hundred (\$3,200.00) dollars, and which improvements were appraised by said McLaughlin in the sum of sixteen hundred (\$1,600.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the

United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Miles City, Custer County, Montana, on this 14th day of October, 1898.

JAMES McLAUGHLIN, [SEAL.]

U. S. Indian Inspector.

JAMES J. THOMPSON. [SEAL.]

Witnesses as to both:

J. C. CLIFFORD.

J. C. LYNDES.

Personally appeared James J. Thompson, who, being first duly sworn, deposes and says, that he is 64 years of age, and resides at Hutton post-office, Custer County, Montana; that he located upon a tract of land in December, 1881, in said Custer County, Montana, which he has resided upon continuously ever since, and has made lasting and valuable improvements upon same, and that said tract of land is now within the Northern Cheyenne Indian Reservation. Deponent further says that he has acquired title, under the public-land laws that were in existence at the time he located upon said land, to 680 acres, 360 acres of which was under the desert-land act, 160 acres under the preemption act, and 160 acres under the homestead act, all of which is embraced in a well-improved tract aggregating 1,600 acres and known as the P. D. ranch. And further deponent saith not.

JAMES J. THOMPSON.

Subscribed and sworn to before me at Miles City, Montana, this 15th day of October, 1898.

JAMES McLAUGHLIN,

U. S. Indian Inspector.

#### TONGUE RIVER AGENCY, MONT., October 8, 1898.

*Schedule of improvements upon 520-acre tract of land, preemption and desert land, of James J. Thompson within the Northern Cheyenne Indian Reservation, in Custer County, Montana, described as follows, to wit: The NW.  $\frac{1}{4}$ , and SW.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section 12, and W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of section 24, and NW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of section 25, and NE.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of section 26, in township 4 south, of range 38 east of Montana meridian, patent for 360 acres of desert lands, dated December 16, 1895, and patent for 160 acres of preemption, dated January 25, 1896. Recorded in vol. 1, page 127, and vol. 2a, page 58, respectively.*

Appraised  
value.

House, ranch building, 16 by 32 feet, hewn logs, 1 $\frac{1}{2}$ story, lumber roof with tar paper on top, earth covered, 4 rooms with 2 lean-to additions, each 10 by 16 feet of 1 room each, cellar under main building, rock walled .....	\$400
Milk house, 8 by 10 feet, shelves .....	20
Ice house and meat room, round logs, 14 by 18 feet, lined with lumber .....	60
Chicken house, round logs, 12 by 18 feet, board roof earth covered .....	20
Storehouse, round logs, 14 by 18 feet, double-board roof with tar paper .....	65
Root house, 16 by 32 feet, 8 feet high, with bins and double doors .....	75
Shop building, 18 by 22 feet, round logs, poles and earth roof .....	100
Wagon shed and harness room, 14 by 66 feet, round logs, lumber and poles on roof, covered with gravel .....	120
Machine shed, 14 by 50 feet, adjoining wagon shed, double boards and tar paper roof .....	20
Cornerib, 8 by 16 feet, 8 feet high, slats, double-board roof .....	20
Stable, round logs, 14 by 80 feet, mangers and racks, double-slab roof and gravel coat .....	140
Stock sheds, 20 by 180 feet, fitted up with feeding racks throughout .....	130
Horse shed, 16 by 32 feet, board sided, poles on top, covered with hay .....	25
3 sheep sheds, boarded sides, poles and hay covering, each 9,500 square feet area, corral attached .....	300
11 corrals around stable and sheds, about 7 acres area, water in each corral, constructed of posts, poles, lumber, and wire .....	220
Stock-branding squeezer .....	25

2 herders' buildings, each 10 by 16 feet, frame, board roofs.....	\$50
3 bridges across Rosebud River, each 35 feet long, 16 feet wide.....	180
1 bridge across irrigating ditch, 10 feet long, 14 feet wide.....	20
1,600 rods of water-carrying ditches, averaging $2\frac{1}{2}$ feet wide by 1 foot deep, irrigating 275 acres of the 520-acre tract, a portion of which is meadow....	250
150 acres broken and under cultivation.....	375
145 acres of the broken land is in alfalfa.....	725
1,440 rods of 4-wire fence, posts 30 and 32 feet apart.....	360
Total.....	3,700

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and James J. Thompson, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part—

Witnesseth, That whereas by section ten of the Act of Congress approved July 1, 1898 (Public—No. 175), it is provided, among other things, as follows, to wit:

“Sec. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

“It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior.”

Whereas the said James McLaughlin, as United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said James J. Thompson, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit, the NW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of sec. 12, and W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 24, and NW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of sec. 25, and NE.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of sec. 26, in township 4 south, of range 38 east of Montana meridian, in Montana, containing 520 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same.

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of eleven thousand and nine hundred (\$11,900.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of eight thousand two hundred (\$8,200.00) dollars, and which improvements were appraised by said McLaughlin in the sum of three thousand seven hundred (\$3,700.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Miles City, Custer County, Montana, on this 14th day of October, 1898.

JAMES McLAUGHLIN, [SEAL.]

U. S. Indian Inspector.

JAMES J. THOMPSON. [SEAL.]

Witnesses as to both:

J. C. CLIFFORD.

J. C. LYNDEN.

*Know all men by these presents:*

That I, Jay Hubbard, unmarried, of the county of Blue Earth and State of Minnesota, do by these presents hereby make, constitute, and appoint James J. Thompson, of the county of Custer and State of Montana, my true and lawful attorney for me and in my name, place, and stead to enter into any and all contracts to sell to the United States Government or its proper officer any lands now owned or hereafter to be owned by me in the State of Montana, and to sign all necessary papers to evidence any such contracts to sell —; that I grant and give unto my said attorney full authority and power to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

In testimony whereof the said party of the first part has hereunto set his hand and seal this 29th day of August, A. D. 1898.

JAY HUBBARD. [SEAL.]

Signed, sealed, and delivered in presence of—

LORIN CRAY.

MARY EUSTIS.

STATE OF MINNESOTA, *County of Blue Earth, ss:*

On this 29th day of August, A. D. 1898, before me, a notary public within and for said county, personally appeared Jay Hubbard (unmarried), to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[SEAL.]

LORIN CRAY, *Notary Public.*

*Abstract of title to the W.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  sec. 25, E.  $\frac{1}{2}$  SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 26, the NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  sec. 24, NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 23, SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  sec. 13, SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 14, the NW.  $\frac{1}{4}$  and N.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  sec. 13, E.  $\frac{1}{2}$  NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 14, all in T. 4 So. of R. 38 East in Custer County, Montana.*

No.	Grantor.	Grantee.	Nature of instrument.	Consideration.		Dated.			Filed.			Recorded.	
				Dolls.	Cts.	Month.	Day.	Year.	Month.	Day.	Year.	Book.	Page.
1	U. S. of America.....	F. L. Walters	Patent.....	.....	.....	Sept.	5	1895	Jan.	13	1896	I	309
2	do.....	Jacob Murbach	do.....	.....	.....	Sept.	5	1895	Jan.	13	1896	I	310
3	do.....	R. D. Hubbard	do.....	.....	.....	Sept.	5	1895	Jan.	13	1896	I	312
4	F. L. Walters and Carrie E. (wife).	Jay Hubbard	Deed.....	1	.....	Dec.	24	1895	Jan.	13	1896	I	313
5	Jacob Murbach and Libbie (wife).	do.....	do.....	1	.....	Dec.	24	1895	Jan.	13	1896	I	315
6	R. D. Hubbard and Frank.	do.....	do.....	1	.....	Dec.	27	1895	Jan.	13	1896	I	316

#### DESCRIPTION AND REMARKS.

[Directions must be strictly followed.]

- No. 1.—W.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  sec. 25, E.  $\frac{1}{2}$  SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 26, T. 4 So., R. 38 E.—240 acres.  
 No. 2.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  sec. 24, NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 23, SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  sec. 13, SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 14, T. 4 So., R. 38 E.—160 acres.  
 No. 3.—NW.  $\frac{1}{4}$  and N.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  sec. 13, E.  $\frac{1}{2}$  NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 14, T. 4 So., R. 38 E.—360 acres.  
 No. 4.—W.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  sec. 25, E.  $\frac{1}{2}$  SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 26, T. 4 So., R. 38 E.—240 acres.  
 No. 5.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  sec. 24, NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 23, SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  sec. 13, SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 14, T. 4 So., R. 38 E.—160 acres.  
 No. 6.—NW.  $\frac{1}{4}$  and N.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  sec. 13, E.  $\frac{1}{2}$  NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 14, T. 4 So., R. 38 E.—360 acres.

I hereby certify that the within abstract of title from No. 1 to No. 6, inclusive, is a full, true, and correct abstract of title to said property as the same appears upon the records of said county on the 15th day of Oct., A. D. 1898, at 12 o'clock m.

[SEAL.]

F. M. SCHWARTZ,  
*Co. Clk., Abstracter.*  
 By JNO. MCAUSLAND,  
*Deputy.*

TONGUE RIVER AGENCY, MONT., October 8, 1898.

*Schedule of improvements upon 760-acre tract of land owned by Jay Hubbard, within the Northern Cheyenne Indian Reservation, in Custer County, Mont., as described by abstract of title hereunto attached.*

	Appraised value.
Herder's house, frame, 10 by 16 feet, board roof.....	\$25
Building for shearing camp, frame, 16 by 24 feet, board roof.....	40
Wool house, frame, 16 by 32 feet, board roof.....	60
Dipping vat, 65 feet long, with 2 dripping pens, each 16 by 32 feet.....	130
12 shearing pens, each 12 by 16 feet.....	60
2 sheep sheds, each 96 by 108 feet.....	250
2 bridges across Rosebud River, one 32 feet long and 22 feet wide and the other 32 feet long and 16 feet wide.....	80
7 sheep corrals, total area of about 5 acres.....	70
150 acres broken and under cultivation, of which 10 acres is timothy.....	375
100 acres of alfalfa, which is included in 150 acres broken.....	500
2,240 rods of 4-wire fence, posts 30 and 32 feet apart.....	560
2,400 rods of ditches, averaging 4½ feet wide by 1 foot deep.....	600
Dam in Rosebud River, 40 feet long, 7½ feet high, 25 feet wide, constructed of rock, willows, and earth.....	150
Total.....	2,900

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Jay Hubbard, by James J. Thompson, his attorney in fact, who located on the Northern Cheyenne Reservation in the State of Montana, party of the second part—

Witnesseth, that whereas by section ten of the act of Congress approved July 1, 1898 (Public No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said Jay Hubbard, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit: The NW. ¼ and N. ¼ of SW. ¼, and SW. ¼ of SW. ¼ of sec. 13; and E. ¼ of NE. ¼, and NE. ¼ of SE. ¼, and SE. ¼ of SE. ¼ of sec. 14; and NE. ¼ of NE. ¼ of sec. 23; and NW. ¼ of NW. ¼ of sec. 24; and W. ¼ of SW. ¼, and SW. ¼ of NW. ¼ of sec. 25; and E. ¼ of SE. ¼, and SE. ¼ of NE. ¼ of sec. 26, in Tp. 4 south, of R. 38 east, of Montana meridian in Montana, containing 760 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same:

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of fifteen thousand (\$15,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the

sum of twelve thousand and one hundred (\$12,100.00) dollars, and which improvements were appraised by said McLaughlin in the sum of two thousand nine hundred (\$2,900.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith upon such payment and surrender remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Miles City, Custer County, Montana, on this 14th day of October, 1898.

JAMES McLAUGHLIN, [SEAL.]

*U. S. Indian Inspector.*

JAY HUBBARD, [SEAL.]

By JAMES I. THOMPSON,  
*His Attorney in Fact.*

Witnesses as to both:

J. C. CLIFFORD.

J. C. LYNDES.

#### TONGUE RIVER AGENCY, MONT., October 8, 1898.

*Schedule of improvements upon 160 acres of land patented to James Davis, desert lands, being the NE.  $\frac{1}{4}$  of section 35, in township 4 south, of range 38 east, of Montana meridian, in Montana, patent dated October 22, 1895, recorded in vol. 1, page 126.*

	Appraised value.
55 acres broken and in alfalfa .....	\$400
Dam in Thompson Creek 100 feet long, 10 feet high, 10 feet wide on top, with natural slope to sides .....	140
600 rods of ditch averaging 4 feet wide by 1 foot deep .....	140
480 rods of 4-wire fence, posts 30 and 32 feet apart .....	120
Total .....	800

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Jay Hubbard, acting herein by James J. Thompson, his attorney in fact, for James Davis, who located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part.

Witnesseth, that whereas by section ten of the act of Congress, approved July 1, 1898 (Public No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof, and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservations who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, an United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said James Davis, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit: The



NE.  $\frac{1}{4}$  of section 35, in township 4 south, of range 38 east, of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same;

Now, therefore, the party of the first part agrees for and on behalf of the United States that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of three thousand three hundred (\$3,300.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of two thousand five hundred (\$2,500.00) dollars, and which improvements were appraised by said McLaughlin in the sum of eight hundred (\$800.00) dollars.

And the party of the second part hereby agrees for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith, upon such payment and surrender, remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals, at Miles City, Custer County, Montana, on this 14th day of October, 1898.

JAMES McLAUGHLIN, [SEAL.]

*U. S. Indian Inspector.*

JAY HUBBARD,

By JAMES I. THOMPSON, [SEAL.]

*His Attorney in Fact.*

Witnesses as to both:

J. C. CLIFFORD.

J. C. LYNDES.

Personally appeared before me Charles B. Jeffries, who, being first duly sworn, deposes and says that he is thirty-eight years of age and resides at 1707 Arlington street, Philadelphia, Penn.; that he is the owner of a 160-acre tract of land in Custer County, Montana; that he located upon said tract of land May 23, 1882, and continued to occupy and improve the same until the spring of 1896; that he proved up and obtained patent for said tract of land, which tract is described as follows, to wit: E.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$ , Sec. 35, and W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$ , Sec. 36, T. 4 S., R. 38 E., Montana meridian, Montana, containing 160 acres; that affiant's patent for said tract of land is dated December 21, 1895, and his homestead certificate numbered 334, application numbered 991; and further deponent saith not.

CHARLES B. JEFFRIES.

Subscribed and sworn to before me at Washington, D. C., this 12th day of November, 1898.

JAMES McLAUGHLIN,

*U. S. Indian Inspector.*

#### TONGUE RIVER AGENCY, MONT., September 23, 1898.

*Schedule of improvements on 160-acre tract of land patented to Charles B. Jeffries and situated in Custer County, Mont., within the Northern Cheyenne Indian Reservation.*

	Appraised value.
House, log, 14 by 56 feet, with addition 12 by 14 feet, earth covered, 4 rooms, with cellar 12 by 12 feet.....	\$400
Storehouse, log, 10 by 12 feet.....	40
Ice house, log, 10 by 10 feet.....	30
Chicken house, log, 8 by 10 feet, with front shed.....	25
Horse stable, log, 14 by 30 feet, 3 compartments.....	150
Horse shed, 14 by 40 feet, with square corral, 50 by 70 feet.....	130
Horse corral, circular, 50 feet diameter.....	40
Cow shed, 14 by 80 feet, with square corral, 50 by 70 feet.....	180
Hay yard, 65 by 65 feet square.....	35
Hog pen, 8 by 10 feet.....	10
14 acres of land broken and under cultivation.....	35
2 acres alfalfa.....	10
800 rods, 4-wire fence, posts 16 feet apart, 3 stays between posts.....	200
80 rods, 3-wire fence, posts 30 feet apart.....	15
Total.....	1,300

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Charles B. Jefferis, located on the Northern Cheyenne Reservation in the State of Montana, party of the second part,

Witneseth, that whereas by section ten of the act of Congress approved July 1, 1898 (Public, No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof, and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, an United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said Charles B. Jefferis, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit, the E.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$ , sec. 35, and the W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$ , sec. 36, in T. 4 south, of range 38 east, of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same:

Now, therefore, the party of the first part agrees for and on behalf of the United States that the said United States will pay to the said party of the second part, his heirs, executors, or assigns the sum of forty-five hundred (\$4,500.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of thirty-two (\$3,200.00) hundred dollars, and which improvements were appraised by said McLaughlin in the sum of thirteen hundred (\$1,300.00) dollars.

And the party of the second part hereby agrees for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith upon such payment and surrender remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Washington, D. C., on this 12th day of November, 1898.

JAMES McLAUGHLIN, [SEAL.]

U. S. Indian Inspector.

CHARLES B. JEFFERIS. [SEAL.]

Witnesses as to both:

WM. H. GAINES.

J. C. CLEMENTS.

Personally appeared O. S. Hon, who being first duly sworn, deposes and says that he [is] 31 years of age, and resides at Muddy P. O., Montana; that affiant occupies and is half owner of the following described premises, viz: S.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 34, and SW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 35, all in T. 3 S., of R. 40 E., of Montana meridian, in Montana. That affiant has resided upon and improved the above-described tract from spring of 1893, having, in company with John Bohrer and R. V. Sullivan, purchased the same from Geo. S. Mendenhall, the consideration being one thousand dollars; that affiant has, since the above tract was purchased, added the following-named improvements: House, 20 x 54 ft., one story, hewed logs, five rooms; horse corral, round, 40 ft. in dim.; dam in Muddy Cr. 8 x 12 x 25 ft., rock, brush, and dirt; ditch  $\frac{1}{2}$  mile in length, exclusive of laterals, irrigating 50 acres; broke up and brought under cultivation 30 a.; seeded to alfalfa 12 a.

Deponent further says that he fully believed that the aforesaid Geo. S. Mendenhall would receive a patent for the same by reason of said Mendenhall having made final proof as required by the Federal land laws, and this affiant has made large expenditures of time and money on these premises on the faith of a patent being issued, which he had the best of reasons to expect to be forthcoming in due time.

Affiant further states that the said John Bohrer and R. V. Sullivan, his partners in the property, now reside at Monroe City, Mo., and that he is resident member of said partnership and owns one-half of said ranch, and as manager has full and lawful authority to act [in] these premises; and further deponent saith not.

O. S. Hon.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Montana, this 15th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., September 15, 1898.

*Schedule of improvements on land occupied and cultivated by O. S. Hon, same being on the Northern Cheyenne Indian Reservation, Custer County, Mont. Description of land shown by accompanying affidavits.*

	Appraised value.
960 rods 3-wire fence, posts 30 feet apart, five stays between posts.....	\$210
2 dams across Muddy Creek, each 8 by 12 by 25 feet in dimensions .....	159
1½ miles of main ditch, 4 feet on bottom, average 2 feet deep.....	200
1½ miles of lateral ditches, covering 100 acres.....	40
Cultivated land, 52 acres.....	130
12 acres of alfalfa .....	60
50 acres of blue-joint meadow, grubbed and leveled.....	100
House, 20 by 54 feet, one story, five rooms, hewed logs .....	500
House, 16 by 40 feet, one story, three rooms, round logs.....	200
Root cellar, 12 by 14 feet, timber supports .....	45
Hen house, 14 by 16 feet, log roof projecting 6 feet .....	35
Log stable (hewed), 20 by 26 feet, double-board roof .....	80
Cow stable, 16 by 16 feet, round logs.....	35
Frame shed and granary, corrugated roof, 20 by 30 feet.....	135
Good stockade corral, 40 by 60 feet, 8 feet high .....	30
Round horse corral, 40 feet diameter, 8 feet high .....	30
Hay corral, 300 by 150 feet, 7 feet high, peeled poles.....	70
Bridge across Muddy Creek, 12 by 18 feet, including rock approaches .....	20
Total .....	2,100

Personally appeared John C. Cooley, who, being first duly sworn, deposes and says that he is 55 years of age and resides at Lame Deer, Custer Co., Montana, and that deponent resided in above locality since the summer of 1884; that he became acquainted with one Wm. Sullivan during said summer of 1884, at which time said Sullivan was residing upon and improving a tract on Muddy Cr., Custer Co., Montana, which, when surveyed, is described as follows, to wit:

"The S. ¼ of SE. ¼ and SE. ¼ of SW. ¼ of sec. 34 and SW. ¼ of SW. ¼ of section 35, township 3 S. of range 40 E. of Montana meridian," having purchased the improvements on said tract of one Marrs, in said summer of 1884.

Deponent further says that Geo. S. Mendenhall became a partner with said Sullivan, and came to reside upon above tract in the early spring of 1885; that said Mendenhall filed upon and made final proof upon the tract described above; that said tract of land is now occupied by Otho S. Hon; and further deponent saith not.

JOHN C. COOLEY.

Subscribed and sworn to before me, at Tongue River Agency, Custer Co., Montana, this 8th day October, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

Personally appeared Hiram L. Young, who, being first duly sworn, deposes and says that he is 69 years of age and resides at Muddy P. O., Custer Co., Montana, having resided in this locality since 1882; that he has read the foregoing affidavit of

John C. Cooley, and of his own personal knowledge knows the statements therein contained are true and correct; and further deponent saith not.

HIRAM L. YOUNG.

Subscribed and sworn to before me, at Tongue River Agency, Custer Co., Mont., this 8th day of October, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

*Abstract of title to the S.  $\frac{1}{4}$  SE.  $\frac{1}{4}$ , SE.  $\frac{1}{4}$  SW.  $\frac{1}{4}$ , sec. 34, and SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$ , sec. 35, T. 3 So., R. 40 E., ——— County, Montana.*

No.	Grantor.	Grantee.	Nature of instrument.	Consideration.		Dated.			Filed.			Recorded.	
				Dolls.	Cts.	Month.	Day.	Year.	Month.	Day.	Year.	Book.	Page.
1	Geo. S. Mendenhall (unmarried).	Otho S. Hon ..	Deed ...	1,000	...	Feb'y	23	1893	Oct ..	13	1898	J .	596

DESCRIPTION AND REMARKS.

[Directions must be strictly followed.]

S.  $\frac{1}{4}$  SE.  $\frac{1}{4}$ , SE.  $\frac{1}{4}$  SW.  $\frac{1}{4}$ , sec. 34, and SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$ , sec. 35, T. 3 So., R. 40.

I hereby certify that the within abstract of title, No. 1 to No. —, inclusive, is a full, true, and correct abstract of title to said property as the same appears upon the records of said county on the 15th day of Oct., A. D. 1898, at 9 o'clock m.

[SEAL.]

F. M. SCHWARTZ,  
Co. Clk., Abstracter.  
By JNO. McAUSLAND, Deputy.

Personally appeared Geo. S. Mendenhall, who first being duly sworn, deposeeth and says: That he is thirty-nine years of age; that he resides at the present time at Lee P. O., Custer Co., Mont.

First, that Wm. A. Sullivan was a bona fide settler on the following-described land, he having located thereon in June, 1884, viz: S.  $\frac{1}{4}$  SE.  $\frac{1}{4}$ , SE.  $\frac{1}{4}$  SW.  $\frac{1}{4}$ , sec. 34, and SW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$ , sec. 35, in Twp. 3 S., of R. 40 E. of Montana meridian.

That the affiant became a partner of the said Wm. A. Sullivan and resided upon and improved the above-described ranch, in March 1885, and continued to reside thereon and improved the same until February, 1893; that Wm. A. Sullivan was a resident and part owner of above-described ranch until August, 1887, when affiant succeeded to all the interests, rights, and improvements thereon, until the above-mentioned date, February, 1893, at which time the affiant's interests, rights, and improvements were transferred and delivered to "Muddy Land and Cattle Co." by affiant, which cattle company continued to occupy and improve said ranch until November, 1897, when said company dissolved, and O. S. Hon, manager of said company, continued to occupy and improve said land as manager and partner, the said O. S. Hon owning one-half interest in said ranch, John Bohrer and R. U. Sullivan owning a fourth interest each.

The said O. S. Hon is now occupying said premises.

That the affiant filed upon the above-described tract of land on December 1st, 1891, which was as early as filings would be excepted by the local land office at Miles City, Mont., after surveys had been extended and plats in possession of said land office; that affiant subsequently made final proof, paying the usual fee.

That in 1892 the N. P. R. R. Co. contested said final proof, they claiming said land being in their indemnity strip, in consequence of which this affiant has received no patent.

Affiant further states that as to Wm. A. Sullivan having located on above-described tract of land in June, 1884, is not of his own personal knowledge, but that he was so informed, and he fully believes that such is true, from the fact that upon affiant's arrival at the premises in March, 1885, said Sullivan had considerable improvements then made upon the land, all of which showed as having been made the previous

summer; and, further, said tract of land above described was unsurveyed and platted at this time; and further deponent sayeth not.

GEORGE S. MENDENHALL.

Subscribed and sworn to before me, at Tongue River Agency, Custer Co., Montana, this 15th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

[Final receiver's receipt No. 255. Application No. 681. Homestead.]

RECEIVER'S OFFICE,  
Miles City, Mont., April 11, 1898.

Received of George S. Mendenhall the sum of 12 dollars — cents, being the balance of payment required by law for the entry of S.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  of sec. 34 and SW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  of section 35 in township 3 S., of range 40, containing 160 acres, under section 2291 of the Revised Statutes of the United States.

A. T. CAMPBELL, *Ex.*  
By JAS. MCRHODS, *Receiver.*

(Indorsed across face in red ink:) Duplicate.

[District court, Custer County, Montana. Water-right claim by W. A. Sullivan.]

*Claim for water right of W. A. Sullivan.*

Know all men by these presents that I, W. A. Sullivan, residing on Muddy Creek, Custer County, Montana, have appropriated two hundred inches (miners' measure) from said Muddy Creek for the purpose of irrigating lands now claimed and occupied by me, said water to be taken from said Muddy Creek by means of a dam and ditch which when completed will run substantially as follows, to wit:

Commencing at a point marked by a stone monument situate on the south side of Muddy Creek one hundred feet south of the point of diversion from said creek; and further the above-named declarant claims the right to use water from said Muddy Creek leading and diverting it from the channel thereof by means of a ditch or ditches as aforesaid, the present ditch being 56 inches wide and 10 inches deep, and 6,600 feet in length. And also by virtue of said prior appropriation of water and of these presents, I hereby reserve under section 732 of the Revised Statutes of Montana, the right of entry upon and over any tract of land for the purpose of conducting and conveying water in the manner aforesaid as in said statutes duly provided.

W. A. SULLIVAN.

Witness:

GEORGE SHEETZ.

Filed Oct. 8th, 1886, 11.50 a. m. Fee, \$2.50.

OFFICE OF COUNTY CLERK AND EX OFFICIO RECORDER OF CUSTER COUNTY.

STATE OF MONTANA, *County of Custer, ss:*

I, F. M. Schwartz, county clerk and ex officio county recorder of the County of Custer, in the State of Montana, do hereby certify that the annexed is a correct transcript from the original record now remaining in this office, together with the several indorsements thereon contained.

In witness whereof I hereunto set my hand and the seal of the said county, this 15th day of October, in the year one thousand eight hundred and ninety.

[SEAL.]

F. M. SCHWARTZ,  
County Clerk and ex officio County Recorder.

By JNO. MCAUSLAND,  
Deputy County Clerk.

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Otho S. Hon, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part,

Witnesseth, that whereas by section ten of the act of Congress approved July 1, 1898 (Public—No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon; also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, an United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said Otho S. Hon, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit, the S.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 34, and SW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 35, in township 3 S. of R. 40 E., of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same:

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of four thousand five hundred (\$4,500.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of two thousand four hundred (\$2,400.00) dollars, and which improvements were appraised by said McLaughlin in the sum of two thousand one hundred (\$2,100.00) dollars.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith upon such payment and surrender remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 15th day of September, 1898.

JAMES McLAUGHLIN, [SEAL.]

*U. S. Indian Inspector.*

OTHO S. HON. [SEAL.]

Witnesses as to both:

J. C. LYNDES.

W. A. POSEY.

Personally appeared Katherine A. Toohey (née Lynch), who, being first duly sworn, deposes and says that she is 29 years of age, and resides at Lame Deer, Custer Co., Montana; that she married Joseph A. Toohey in 1893; that she is the daughter of one Patrick Lynch, who came to Lame Deer, Montana, in 1883; that her uncle, John Lynch, located in 1881 upon the tract of land now owned and occupied by this affiant; that said John Lynch sold his improvements and interest in above tract, with his cattle, to Chas. M. Lee; said Lee disposed of said improvements and interests to this affiant in 1891 for a valuable consideration, and, further, affiant filed upon the tract above on December 22nd, 1891, and has since that time resided upon and improved this tract as her homestead.

Deponent further says that she made final proof on above tract, described as follows, to wit: "The E.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section 17 and township 2 S., of range 41 E., of Montana meridian," on Sept. 30th, 1898, at the local land office at Miles City, Mont. (a copy of final receipt hereunto attached);



that affiant acted in good faith in filing upon and making final proof with full intention of securing a patent, which her seven years' residence and improvements of said tract has justly entitled her to; and further affiant saith not.

KATHERINE A. TOOHEY.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Mont., this 5th day of October, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., October 5, 1898.

*Schedule of improvements on 160-acre tract of land owned and occupied by Katherine A. Toohey (née Lynch) within the limits of Northern Cheyenne Indian Reservation, Custer County, Mont.*

House, partly hewed, 18 by 40 feet, roofed with split poles and earth, 2 rooms ..	\$220
Chicken house, round, peeled logs, 18 by 20 feet, roofed with split poles and earth .....	40
Storehouse, frame, 12 by 16 feet, board roof .....	60
Wagon shed, log, 12 by 16 feet .....	20
Stable, round log, 16 by 36 feet, split-pole roof .....	80
Cattle corral, 40 by 60 feet, 7-foot posts, with wing 60 feet long, peeled poles and posts .....	40
Hay corral, 40 by 40 feet, peeled poles and posts .....	15
6 acres of land broken .....	15
Dam in Lane Deer Creek, 16 feet by 4 feet by 5 feet, made of logs, rocks, and earth .....	20
30 rods of 3-wire fence, posts 15 feet apart .....	10
40 acres of meadow land, grubbed and leveled .....	80
Total .....	600

[Final receiver's receipt No. 490. Application No. 695. Homestead.]

RECEIVER'S OFFICE,  
Miles City, Mont., September 30, 1898.

Received of Katherine A. Toohey, nee Lynch, the sum of twelve dollars, being the balance of payment required by law for the entry of the E.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  of section 17, in township 2 S. of range 41 E., M. P. M., containing 160 acres, under section 2291 of the Revised Statutes of the United States. \$12.00.

JAS. M. RHOADES, Receiver.

(Indorsed on face with red ink:) Copy.

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Katherine A. Toohey (nee Lynch) and husband, Joseph A. Toohey, located on the Northern Cheyenne Reservation, in the State of Montana, party of the second part.

Witnesseth, that whereas by section ten of the act of Congress approved July 1, 1898 (Public, No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof, and of the improvements thereon. Also the

number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas, the said James McLaughlin, an United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten, and

Whereas the said Katherine A. Toohey, said party of the second part, made settlement on certain lands embraced within the said Northern Cheyenne Reservation, to wit: The E.  $\frac{1}{2}$  of NW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section 17, in twp. 2 south, of R. 41 E. of Montana meridian, in Montana, containing 160 acres, and made improvements thereon prior to October 1, 1884, and has a valid title to the same.

Now therefore, the party of the first part agrees for and on behalf of the United States that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of three thousand (\$3,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of two thousand four hundred (\$2,400.00) dollars, and which improvements were appraised by said McLaughlin in the sum of six hundred (\$600.00) dollars.

And the party of the second part hereby agrees for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith upon such payment and surrender remove from the Northern Cheyenne Reservation.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof we the parties hereto have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 5th day of October, 1898.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.

KATHERINE A. TOOHEY, [SEAL.]  
JOSEPH A. TOOHEY, [SEAL.]

Witness as to both:  
J. C. LYNDE.  
W. A. POSEY.

I, Thomas Raney, do hereby consent and agree to accept twenty-six hundred and seventy dollars (\$2,670.00) for the improvements on the tract of land occupied by me on the Northern Cheyenne Indian Reservation, in Custer Co., Montana, which tract of land is described in my affidavit of even date herewith, and said improvements specified in schedule attached hereto, and I also hereby agree to vacate and surrender the same upon the payment to me of the amount above stated. In witness whereof I hereunto subscribe my name, at Tongue River Agency, Montana, this 27th day of September, 1898.

THOMAS RANEY. [SEAL.]

Witnesses:  
J. C. LYNDES,  
J. W. HUTTON.

TONGUE RIVER AGENCY, MONT., September 27, 1898.

*Schedule of improvements on 160-acre tract of land occupied and claimed by Thomas Raney within the Northern Cheyenne Indian Reservation, Custer County, Mont.*

	Appraised value.
House, 18 by 40 feet, with an "L" 16 by 18 feet, hewed logs, earth-covered roof, floored with matched flooring, 3 rooms.....	\$450
Root house, 16 by 20 feet, earth-covered.....	40
Barn, 36 by 40 feet, 1½ stories high, covered with boards and earth, side of barn of peeled logs, stalls and mangers for 16 head of horses.....	400
Buggy shed, 12 by 36 feet, board roof, peeled logs, open on one side.....	60

	Appraised value.
Granary, 18 by 24 feet, peeled logs, pole roof with earth on top, floored and partitioned into 3 bins .....	\$150
Chicken house, 12 by 24 feet, log, pole roofing .....	50
Shop house, 16 by 20 feet, log-hewed, pole roofing .....	100
Hog house, 18 by 48 feet, log-hewed, pole roofing .....	85
Corral, circular, 100 feet, diameter, scalped poles, 7½ feet high, 3 gates .....	90
Corral, circular, 50 feet, diameter, scalped and peeled poles, 2 gates .....	50
Hay and grain yard, inclosed by sawed pickets, ½ mile in length, 5½ feet high, posts 12 feet apart .....	100
6 gates, frame 12 by 16 feet, gates 7 by 12 feet, set to swing 4 on picket fence and 2 on main fence .....	60
3 bridges, respectively 16 by 20 feet, 16 by 20 feet, 12 by 12 feet, planked with double 2-inch lumber .....	100
Hog yard of 1½ acres, fenced with boards and wire, posts 12 feet apart .....	30
1,200 rods 3 and 4 wire fence, posts 12 feet apart, 1 mile of posts 2½ feet apart, 3 stays between each post .....	300
Dam across Trail Creek, 12 by 20 feet by 5 feet high, with dikes 200 feet long on each side of creek .....	100
Ditch, 300 feet long, 12 feet wide, and 5 feet deep .....	60
85 acres of land, grubbed, broken, and under cultivation .....	425
4 acres of alfalfa .....	20
Total .....	2,670

I certify that I have carefully examined the improvements on the claim occupied by Thomas Raney, as specified in the foregoing schedule, and regard the appraised value just and equitable.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT.,  
September 27th, 1898.

Personally appeared Thomas Raney, who, being first duly sworn, deposes and says that he is 38 years of age, and that he resides at Hutton P. O., Custer Co., Montana; that in April, 1891, he became a partner with Geo. E. Leeson, by purchase, in the land, stock, ranch, and improvements of a tract of land within the Northern Cheyenne Indian Reservation, described as follows, to wit, S. ½ of NW. ¼ and W. ¼ of SW. ¼ of sec. 12, township 5 S. of R. 38 E. of Montana meridian, in Custer County, Montana; that the above-mentioned ranch was located by said Geo. E. Leeson in the month of June, 1884, who continued to occupy and improve the same up until April, 1891, when affiant purchased a half interest in the claim, ranch, and appurtenances.

Deponent further states that in the month of August, 1891, he purchased all the rights, interest, and title in and to the above-described premises, the entire consideration being sixteen hundred and eighty-two dollars (\$1,682.00), and, further, affiant has continued to live upon and improve said ranch from time of purchase up to the present day, adding the following named appurtenances: Hogpen, 18 x 48 ft., hewed logs; hog yard, containing 1½ acres, sowed to alfalfa, fenced with boards and wire, posts 12 ft. apart; chicken house, 12 x 24 ft; addition to house, 18 x 20 ft; corral, circular, diameter 100'; 50 ft. circular corral; ½ mile of picket fence, sawed pickets, 5½ ft. high; 9 gates, frame of gates 16 x 12 ft., gate 7 x 12 ft.

Grubbed and broke 80 acres of brush land. Built two miles of three and four wire fence, 2 bridges across Trail Creek, and 1 bridge across Rosebud River. Dam across Trail Creek. Ditch 300 ft. long, 12 ft. wide, and 5 ft. deep.

Deponent fully believed that all the rights of said Geo. E. Leeson vested in him, and that he could make final proof and secure a patent for said tract described above, which he has not been able to do.

This affiant further states that he acted entirely in good faith and has made costly improvements, as reference to "Schedule of improvement" filed herewith will show; that his intention and purpose for so doing was to secure for himself a home, and to vacate the same will be a serious inconvenience and great loss to this affiant; and further deponent saith not.

THOMAS RANEY.

Subscribed and sworn to before me at Tongue River Agency, Montana, this 27th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

I, Patrick Doran, of Ashland, Custer County, Montana, do hereby consent and agree to accept fifteen hundred dollars (\$1,500.00) for my interests in the claim occupied by me on Logging Creek, in Custer County, Montana, including the improvements thereon, which claim is described in my affidavit of even date herewith, and the improvements specified in accompanying schedule, and I also hereby agree to vacate and surrender said premises upon payment to me of the sum of money above stipulated. In witness whereof I hereunto subscribe my name at Tongue River Agency, Montana, this 29th day of September, 1898.

PATRICK DORAN. [SEAL.]

In presence of—  
J. C. CLIFFORD.  
SAM'L O'CONNELL.

TONGUE RIVER AGENCY, MONT., September 29, 1898.

*Schedule of improvements on 160-acre tract of unsurveyed land occupied by Patrick Doran, upon which he located in month of May, 1885, and has continued to occupy and improve it, which tract of land is situated on Logging Creek, in township 3 south, of range 43 east, of Montana meridian, in Custer County, Mont., about 15 miles east of Rosebud River and 8 miles west of Tongue River.*

Appraised value.

House, hewed logs, 16 by 18 feet, with frame addition 12 by 16 feet, double-board roof, earth-covered, 4 rooms.....	\$180
Storehouse, logs, 18 by 20 feet, double-board roof, earth-covered.....	55
Root house, 18 by 20 feet, timber supports, double roof, earth-covered and air-spaced.....	65
Henhouse, 8 by 16 feet, double roof, earth-covered and air-spaced.....	30
Hogpen, 8 by 16 feet, double roof, earth-covered and air-spaced.....	25
Stable, 16 by 40 feet, 3 compartments, earth covered.....	100
Stable-yard corral, 60 by 100 feet, 2-inch plank.....	45
Hay yard, 60 by 60 feet, slabs and poles.....	25
3 miles of 2-wire fence, posts 16 feet apart.....	180
14 acres of land broken and under cultivation.....	70
12 acres of alfalfa.....	60
40 acres grubbed and leveled, now meadow.....	80
320 rods of main ditch, averaging 2½ feet wide on bottom and 1 foot deep, with 80 rods of lateral ditches, irrigating 40 acres.....	85
<b>Total.....</b>	<b>1,000</b>

Personally appeared Patrick Doran, who, being first duly sworn, deposes and says that he is 54 years of age and resides at Ashland post-office, Custer County, Montana; that in the month of May, 1885, he located upon a tract of unsurveyed land, situated on Logging Creek, about fifteen miles east of the Rosebud River and about eight miles west of Tongue River, in Custer County, Montana; that he located upon said tract intending to enter it as a preemption claim as soon as the surveys were extended so as to embrace said tract; that after thus securing his preemption claim he intended to file upon an adjoining tract as a homestead under the then existing public-land laws; that he has continued to occupy and improve said claim ever since he first located upon it, in May, 1885, with the firm intention of making it his home and of filing upon it as soon as the necessary surveys were extended and the tract subject to entry. Deponent further states that he has expended much hard labor during the past thirteen years upon said tract of land, in grubbing the land, clearing and leveling the bottom flats along said Logging Creek with which to irrigate his farm, which water privilege cost him fifty-five dollars (\$55.00) in cash apart from his hard labor in puddling said creek to prevent the water from sinking, and construction of ditches to convey the water to his claim; also that he has made lasting and valuable improvements on said tract, fully believing that he was thus making for himself a comfortable and valuable home, and that he would be protected in his legal rights by acquiring title to the tract as soon as the land would be surveyed, and to be deprived of his said claim and improvements thereon without fair and

reasonable compensation would impose a great hardship upon affiant and a loss to him at his time of life that is incalculable; and further deponent saith not.

PATRICK DORAN.

Subscribed and sworn to before me at Tongue River Agency, Custer County, Montana, this 29th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

Personally appeared John Bowman, who, being first duly sworn, deposes and says that he is 63 years of age, and resides at Ashland, Custer County, Montana, and has resided in the same neighborhood since the spring of 1883. Deponent further states that he is personally acquainted with Patrick Doran, who lives about eight miles up Logging Creek, west side of Tongue River, in Custer County, Montana, and knows of his own personal knowledge that the said Patrick Doran occupied and improved his said place on Logging Creek prior to the year 1886, and has since continued to occupy and improve said claim; that owing to the said tract of land not being surveyed the said Patrick Doran has been unable to file upon or prove up upon the land he has so long occupied and improved; and further deponent saith not.

JOHN BOWMAN.

Subscribed and sworn to before me at Ashland, Custer County, Montana, this 24th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

We, J. C. Lyndes and W. H. Lyndes, partners, do hereby consent and agree to accept eleven hundred dollars (\$1,100.00) for the improvements, as per schedule hereunto attached, on the land occupied by us on the Northern Cheyenne Indian Reservation, in Custer Co., Montana, and to vacate and surrender the same upon payment to us of the amount above stated.

In witness whereof we hereunto subscribe our names at Tongue River Agency, Montana, this 28th day of September, 1898.

JOHN C. LYNDES. [SEAL.]  
WALLACE H. LYNDES. [SEAL.]

Witnesses as to both:

JAMES McLAUGHLIN.  
B. RONEY.

Personally appeared Patrick Lynch, who being first duly sworn, deposes and says that he is 70 years of age, and resides at Lamedeer, Custer Co., Montana; that he was personally acquainted with one Alfred A. Lindley, who located on Muddy Cr., in Custer Co., Mont.; that he became acquainted with said Lindley in January, 1884, at which time he was living upon the tract that he afterward filed upon and made final proof, and that he claimed said tract as his homestead.

Deponent further says that he knows that John C. Lyndes and W. H. Lyndes have occupied and claimed the Lindley homestead tract since 1892; and further deponent saith not.

PATRICK LYNCH.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Mont., this 5th day of October, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

Personally appeared John C. Cooley, who, being first duly sworn, deposes and says that he is 55 years of age, and resides at Lamedeer, Montana, Custer Co., and has resided thereat since July, 1884; that he has read the foregoing affidavit of Patrick Lynch, and of his own personal knowledge knows the statements therein contained are true and correct; and further deponent saith not.

JOHN C. COOLEY.

Subscribed and sworn to before me at Lamedeer Agency, Custer Co., Montana, this 8th day of October, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., September 28, 1898.

*Schedule of improvements upon 80-acre tract of unsurveyed land, the same being a part of the intended homestead of Alfred W. Lindley, and situated in Custer County, Mont., within the Northern Cheyenne Indian Reservation, now claimed and occupied by John C. Lyndes and W. H. Lyndes by virtue of purchasing the same from Alfred W. Lindley, as per accompanying affidavits.*

	Appraised value.
400 rods of 3-wire fence, posts 30 feet apart, 4 stays in each panel .....	\$80
2 dams, one 30 by 8 by 10 feet, one 24 by 4 by 6 feet. ....	100
200 rods of main ditch, 4 feet on bottom, average depth 2½ feet, covering 30 acres .....	95
120 rods of lateral ditches .....	15
House, 16 by 44 feet, with an "L" 12 by 16 feet, hewed logs, covered with plank, poles, and earth. ....	200
Stable, hewed logs, 18 by 26 feet, stalled and mangered for 8 horses .....	70
Wagon shed, lumber sides and roof, 10 by 18 feet, swing doors .....	40
Cow stable, hewed logs, 16 by 24 feet. ....	40
Henhouse, hewed logs, 10 by 14 feet. ....	20
Corncrib, scalped logs, 10 by 16 feet .....	20
Hog house, scalped logs, 12 by 16 feet, one story .....	10
Stable yard, 70 by 150 feet, scalped poles .....	25
Hay corral, 100 by 150 feet, 7-foot posts, scalped poles. ....	35
Root cellar, 16 by 20 feet, extra good .....	30
Ice house, 12 by 16 feet, peeled logs. ....	20
Well, 16 feet, walled with rock (6 feet of water) .....	40
20 acres of land, broken and under cultivation .....	50
Bridge across Muddy Creek, 12 by 16 feet, pole-covered. ....	20
Round corral, 50 feet in diameter, peeled poles, 7 feet high .....	30
640 rods of 3-wire fence, posts 20 feet apart, and 640 rods of 2-wire fence, constructed by permission of Acting Indian Agent Stouch upon the Indian reservation adjoining claimant's tract of land; which permission to erect this fence was granted in order to prevent thoroughbred cattle belonging to claimant from straying and being killed .....	100
Total .....	1,100

Personally appeared Wallace H. Lyndes, who, being first duly sworn, deposes and says that he is 30 of age and resides at Muddy P. O., Custer Co., Mont.; that he has read the affidavit of John C. Lyndes, of even date herewith, and knows of his own personal knowledge that the statements therein made are true and correct.

Deponent further states that he reported the killing of certain thorough (bred) cow, owned by affiant and said J. C. Lyndes, by the Cheyenne Indians. Capt. Stouch, Indian agent at Tongue River Agency, suggested that a pasture be built adjoining premises described in affidavit of John C. Lyndes, which was acted upon in fall of 1896, and following pasture containing two sections of unsurveyed land was inclosed by two miles of 3-wire fence, posts 20 ft. apart, and two miles of 2-wire fence, posts same distant apart; and further deponent saith not.

WALLACE H. LYNDES.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Montana, this 28th day of Sept., 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

Personally appeared John C. Lyndes, who, being first duly sworn, deposeth and says that he is thirty-two years of age, a resident of Muddy P. O., Montana; that this affiant, in partnership with W. H. Lyndes, purchased the following described premises from one Alfred W. Lindley, to wit: S. ¼ of SE. ¼ of Sec. 33, in Twp. 3 S. of R. 40 E. of Montana Mer. Also eighty acres adjoining above described land, not patented by reason of the same laying across township line in an unsurveyed township, together with all the improvements thereon, the said Alfred W. Lindley promising and agreeing to secure patent for the unsurveyed eighty when the same was platted, and to transfer the same to this affiant, which has not been done owing to the same not being surveyed. This affiant believes that full and complete justice will not be done him and his partner unless the Government compensate him for the unsurveyed eighty acres, which title had been earned by the said A. W. Lindley, the same being



a part of his homestead, a full and valuable consideration having passed from this affiant to A. W. Lindley for the same.

Affiant further states that he and partner came in possession of above premises in the spring of 1892 and have continued to occupy and improve and cultivate the same up to the present time, having each year made lasting and valuable improvements on the unsurveyed eighty acres, expecting to obtain patent as above set forth.

Affiant, with the knowledge and assent of agent (Indian), fenced two adjoining sections for pasture purposes, this being necessary by reason of the Indians killing the thoroughbred cows of this affiant when left unguarded on the range, the number of rods of fence required to inclose the above pasture being 640 rds. of 3-wire fence, posts 20 ft. apart, and 640 rds. of 2-wire fence, posts 20 ft. apart; no stays in either strip.

Indian Agent Stouch being in charge when above fence was built, further this affiant saith not.

JOHN C. LYNDES.

Subscribed and sworn to before me at Tongue River Agency, Montana, this the 16th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., September 26, 1898.

*Schedule of improvements on land occupied by Mrs. Anna E. Williams, same being on land within the limits of Northern Cheyenne Indian Reservation, Custer County, Mont., as per accompanying affidavit.*

House, log, 16 by 32 feet, with "L" 18 by 24 feet, another "L" 12 by 14 feet, four rooms, double board roof covered with tar paper between boards.....	\$150
Horse stable, 16 by 18 feet, earth-covered.....	40
Horse stable, 18 by 24 feet, earth-covered.....	50
Shed, 18 by 30 feet, earth-covered.....	40
Stock corral, 40 by 50 feet, hewed poles.....	30
Hay yard, 50 by 70 feet, hewed poles.....	30
Storehouse, 16 by 18 feet, earth-covered.....	25
Root house, 18 by 20 feet, earth-covered.....	40
Chicken house, 12 by 14 feet, earth-covered.....	20
Milk house, 12 by 14 feet, earth-covered.....	20
Bridge over Rosebud Creek, 12 by 30 feet, hewed poles.....	40
12 acres land, broken and under cultivation.....	30
960 rods fence, three wires, posts 30 feet, four stays between posts.....	10
Dam across Rosebud Creek, 20 by 12 by 8 feet, stone, willows, and earth.....	75
200 rods of ditch, 3 feet on bottom, 18 inches deep, irrigating 50 acres.....	50
<b>Total.....</b>	<b>850</b>

I hereby consent and agree to accept eight hundred and fifty dollars (\$850.00) for the improvements on my claim, and to vacate and surrender the same upon receipt of said amount, the same being within the limits of the Northern Cheyenne Indian Reservation, Custer Co., Mont.

In witness whereof I hereby subscribe my name at Tongue River Agency, Mont., this 26th day of Sept., 1898.

ANNA E. WILLIAMS. [SEAL.]

Witnesses:

J. C. LYNDES.

FRANK TAILLEUR.

Personally appeared Anna E. Williams, who, being first duly sworn, deposeth and says, that she is fifty years of age, a resident of Hutton P. O., Mont.; that she is the wife of E. J. Williams, who, with affiant, located up(on) the NW.  $\frac{1}{4}$  sec. 36, T. 5 S., of R. 38 E., Montana meridian in Montana, in month of October, 1885; that the land above described was unsurveyed at the time we located upon it and remained so until 1891; that after surveys had been extended embracing said tract this affiant made application to the local land office at Miles City, Montana, to file up same as her homestead, but was refused, on the grounds that said tract was within the limits of the Northern Cheyenne Reservation.

The husband of this affiant deserted her in 1887 and his whereabouts are at present unknown to her; that she has continued to occupy and improve said tract of land as her home, and has lived continuously thereon since she located upon it in 1885.

This affiant further says that she has raised and maintained a family of eight children, four boys and four girls; that at the time before mentioned, 1885, this affiant had every reason to believe, and did fully and honestly believe, that she and her husband were settling upon the public domain, and that, in fact, the survey as now recorded brings the above-described tract within the reservation by only a half mile's distance.

Deponent has continued to improve her homestead with the full knowledge of the Indian agents of the Tongue River Agency and officers of the local land office at Miles City, Mont., and to be deprived of her home and improvements without compensation would be an injustice and work great hardship upon affiant and her minor children; further deponent sayeth not.

ANNA E. WILLIAMS. [SEAL.]

Subscribed and sworn to before me at Tongue River Agency, Custer County, Montana, this the 26th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

Personally appeared Jean Tailleur, who, first being sworn, deposes and says that he is 63 years old, and resides at Hutton P. O., Mont.; that he located the following tract of land, viz, in sec. 1, T. 5 S., of R. 38 E. Montana meridian, in Montana, with the intention of making the same his homestead at such time as this tract was surveyed and put on the market for filing.

This affiant selected the above-described tract in good faith, having assurance of all the old settlers, as well as Indian Agent Upshaw, that the above-described tract was not within the limits of the Northern Cheyenne Reservation, and in fact he knew of no such reservation.

Further, this affiant could have settled farther up the Rosebud Creek had he considered this said tract was or would become a part of the Northern Cheyenne Reservation, as the creek had but a very few settlers at the time of his locating the tract heretofore mentioned, which was in October, 1885.

Deponent has continued to reside and improved this tract from above date up to the present day, making lasting and valuable improvements, as reference to schedule filed herewith will prove; that the tract so located was unsurveyed and remained so until 1891, and this affiant was informed by the officers of the local land office at Miles City, Mont., on his inquiring for information relative to his filing upon the tract as described, that the office had not received the maps and plats of the above-described township, 5 S. of R. 38 E., but would inform this affiant when the same were returned, and at no time has he received such notice from said office.

Deponent further states that he has improved said claim, intending it as his homestead, with the full knowledge on the part of the local government officials that he was so doing, and to be deprived of his years of toil upon said tract without compensation would be an injustice and inflict a great hardship upon him; and further the deponent saith not.

JEAN TAILLEUR.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Mont., this the 26th day of Sept., 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

#### TONGUE RIVER AGENCY, MONT., September 26, 1898.

*Schedule of improvements on land occupied by Jean Tailleur, the same being on the Cheyenne Indian Reservation, Custer County, Mont., as per accompanying affidavits.*

House, 18 by 34 feet, with "L" 14 by 26 feet addition 12 by 14 feet, double-board roof and dirt, 5 rooms, cellar under house, 14 by 16 feet .....	\$300
Horse stable, 16 by 26 feet, 14 by 16 feet, and 16 by 18 feet, connected, covered with earth .....	150
Cow shed, 14 by 150 feet, double slab roof .....	140
Calf shed, 20 by 60 feet, double slab roof .....	65
Wagon shed, 18 by 30 feet, double slab roof .....	35
Barn, 20 by 30 feet, 12 feet high, split-pole roof .....	150
Cattle corral, 100 by 100 feet, stockade fence of slabs, 7 feet high .....	75
Calf corral, 50 by 50 feet, stockade fence of slabs and poles, 7 feet high .....	40

Hay corral, 125 by 125 feet, stockade of slabs.....	\$80
Granary, 14 by 20 feet, log, earth roof, plank floor.....	45
Corncrib, 8 by 20 feet, logs, peeled.....	20
Smokehouse, 10 by 10 feet, logs, peeled.....	20
2 hogpens, 16 by 16 feet, 14 by 14 feet, log, covered with dirt, corral, 100 feet long by 50 feet wide.....	80
Coal shed, 10 by 10 feet, log, and wood shed, 12 by 12 feet.....	35
Chicken house, 10 by 10 feet, logs.....	20
Well, 25 feet deep, rock walled.....	60
Bridge across Rosebud River, 14 by 32 feet.....	50
960 rods fence, 3 wires, posts 30 feet apart, 3 stays.....	210
70 acres of land broken and under cultivation.....	175
40 acres of alfalfa.....	200
Total.....	1,950

I hereby consent and agree to accept nineteen hundred and fifty dollars (\$1,950.00) for the improvements on the land I occupy on the Northern Cheyenne Indian Reservation, in Custer County, Montana, and to vacate and surrender the same upon the payment to me of the said amount. In witness whereof I hereby subscribe my name at Tongue River Agency, Montana, this 26th day of September, 1898.

JEAN TAILLEUR. [SEAL.]

Witnesses:

J. C. LYNDES.

FRANK TAILLEUR.

Personally appeared Frank Tailleir who, first being sworn, deposes and says that he is 33 years of age and resides at Hutton P. O., Mont.; that he occupies the following-described premises, viz, SW.  $\frac{1}{4}$  sec. 25, in T. 5 S., of R. 38 E., of Montana meridian, in Montana, having purchased the same from one Chas. Smith for a valuable consideration in 1891.

That this affiant has improved and resided upon the above-described tract from above date to the present time.

Deponent states that he had no knowledge of this tract being within the limits of the Northern Cheyenne Indian Reservation; that he has made valuable improvements each year, and has fully intended to file upon and make final proof, but has not done so.

Affiant, of his own personal knowledge, states that the said Chas. Smith obtained above ranch by reason of a marriage between said Smith and Ada Sherman, who had located, fenced, and built upon said claim as early as 1886, and that all the rights and interest of the said parties have accrued and vested in this affiant; and further, this tract was not surveyed at the time it was purchased by this affiant, and that the general opinion of the entire community was that the lines of the said reservation did not extend far enough to include this tract.

Affiant states that he improved said claim with intention of obtaining a patent for the same, and that at all times he claimed the above premises as his homestead, with the full knowledge on the part of the local government officials that he was so doing, and to be deprived of his claim and improvements thereon without compensation would impose a great hardship and be a serious loss to affiant, and further deponent saith not.

FRANK TAILLEUR.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Mont., this 26th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., September 26, 1898.

*Schedule of improvements on premises occupied by Frank Tailleir, the same being on the Northern Cheyenne Indian Reservation, Custer County, Mont., as per accompanying affidavit.*

House, 18 by 28 feet, log, earth-covered, double-board roof, 2 rooms.....	\$75
Root house, 12 by 14 feet.....	25
Milk house, 10 by 12 feet, slabs, earth roof.....	20
Stable, 18 by 30 feet, logs hewed, slab roof.....	50
Calf stable, 12 by 18 feet, logs hewed, slab roof.....	20

Granary, 14 by 18 feet, boards and slabs, floored.....	\$30
Corral, circular, 40 feet diameter.....	30
Hay corral, 40 by 60 feet, 6 feet high, slabs.....	30
Grain corral, 75 by 80 feet, 6 feet high, slabs.....	25
Cow shed, 18 by 48 feet, logs, slabs, roofed.....	60
25 acres of land under cultivation.....	60
10 acres in alfalfa.....	50
960 rods fence, 3-wire, posts 22 feet apart, fence partly stayed between posts.....	210
Coal shed, 10 by 18 feet, slabs.....	15
Bridge across Rosebud River, 12 by 32 feet.....	50
<b>Total.....</b>	<b>750</b>

I, the undersigned, hereby consent and agree to accept seven hundred and fifty dollars (\$750.00) for the improvements on the land I occupy on the Northern Cheyenne Indian Reservation, in Custer County, Mont., and to vacate and surrender the same upon the payment to me of the said amount. In witness whereof I hereby subscribe my name at Tongue River Agency, Montana, this 26th day of September, 1898.

FRANK TAILLEUR. [SEAL.]

Witnesses:

J. C. LYNDES.

JEAN TAILLEUR.

TONGUE RIVER AGENCY, MONT., September 27, 1898.

*Schedule of improvements on 160-acre tract of land occupied by John E. Hutton within the Northern Cheyenne Indian Reservation, Custer County, Mont.*

	Appraised value.
House, log, 18 by 36 feet, double-board roof, earth covered, 3 rooms.....	\$85
Root house and milk house combined, 10 by 16 feet, earth covered, floored...	40
Chicken house, 16 by 20 feet, slab roof, earth covered.....	25
Granary and tool shed combined, 14 by 20 feet, roof, earth covered.....	30
Stable, hewed logs, 18 by 36 feet, roof, earth covered.....	60
Cattle sheds, slabs, 14 by 40 feet, double-slab roof.....	50
960 rods of fence, 3 wires, posts 32 feet apart, with 1 mile of 3 stays.....	210
24 acres of land broken and under cultivation.....	60
8 acres of alfalfa.....	40
Bridge across Rosebud River, 14 by 22 feet, hewed logs and slabs.....	35
Stock corral, stockade, 40 by 40 feet.....	20
Horse corral, stockade, half circle, 30 by 40 feet.....	15
Hay corral, 5 wires, 40 by 100 feet.....	10
Hog yard, of 2 slabs and 2 wires, 40 by 100 feet.....	10
Fruit orchard of apple, crab, and plum trees, also currants, gooseberries, and raspberries.....	20
<b>Total.....</b>	<b>710</b>

I, the undersigned, hereby consent and agree to accept seven hundred and ten dollars (\$710.00) for the improvements on the land I occupy on the Northern Cheyenne Indian Reservation, in Custer Co., Mont., and to vacate and surrender the same upon payment to me of the said amount.

In witness whereof I hereby subscribe my name, at Tongue River Agency, Montana, this 27th day of September, 1898.

JOHN E. HUTTON. [SEAL.]

Witnesses:

J. C. LYNDES.

JAS. C. HUTTON.

Personally appeared Ed. Conley, who, being first duly sworn, deposes and says that he is 42 years of age, and resides at Hutton P. O., Mont.; that he is acquainted with one John E. Hutton, who at present occupies a claim adjoining one now resided on by one Thomas Raney, described as follows, to wit: NW.  $\frac{1}{4}$  of sec. 13, T. 5 S., of R. 38 E. of Montana meridian, Montana; that affiant was acquainted with one Ed. Chilchott, who located the above-described tract in June, 1883, and continued to improve the same until 1886. At this date said Ed. Chilchott transferred all his improvements to one Al. Waters, who resided on and cultivated the same up to the spring of 1888, said Al. Waters selling his rights and interest to Curtis C. Hutton,

who lived upon said tract, adding improvements and cultivating the same until 1895. Said Curtis C. Hutton disposed of all his interest in above-described tract to above-named John E. Hutton.

Deponent further states that he fully believes that said John E. Hutton purchased the improvements with intention of making final proof and securing patent to above tract, and further deponent saith not.

ED. CONLEY.

Subscribed and sworn to before me at Tongue River Agency, Montana, this 28th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

Personally appeared John E. Hutton, who, being first duly sworn, deposes and says that he is 37 years of age, and resides at Hutton P. O., Montana; that this affiant purchased the following-described ranch for a valuable consideration from one Curtis C. Hutton in 1894. Affiant had no knowledge that the tract now described, viz, " $\frac{1}{2}$  in sec. 13, T. 5 S., of R. 38 E., of Montana meridian, in Montana," was within the limits of the Northern Cheyenne Reservation, but in fact was shown the official map of Montana, which located "Hutton P. O." three or more miles south of reservation line, and the premise above described is only half mile distant from said post-office.

Affiant has continued to make improvements up to the present time, with intention of filing and "proving up" on above tract as his homestead, with full knowledge on the part of the local Government officials that he was so doing, and to be deprived without compensation of his claim and improvements would be a great hardship and loss to this affiant.

JOHN E. HUTTON.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Mont., this 27th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., September 27, 1898.

*Schedule of improvements of claim occupied by Jas. C. Hutton, the same being on the Northern Cheyenne Indian Reservation, Custer County, Mont., as per accompanying affidavit.*

House, 18 by 18 feet, hewed logs, 1 room, double-board roof, earth-covered, floored, cellar.....	\$60
Stable, 14 by 16 feet, log, round logs.....	20
Hay corral, 20 by 14 feet, poles.....	10
Total.....	\$90

I, the undersigned, hereby consent and agree to accept ninety dollars (\$90.00) for the improvements on the land I occupy on the Northern Cheyenne Indian Reservation, in Custer County, Mont., and to vacate and surrender the same upon payment to me of the said amount. In witness whereof I hereunto subscribe my name, at Tongue River Agency, Mont., this 27th day of September, 1898.

JAS. C. HUTTON. [SEAL.]

Witnesses:

J. C. LYNDES.  
W. A. POSEY.

Personally appeared Jas. C. Hutton who, being first duly sworn, deposes and says that he is 32 years of age, and resides at Hutton P. O., Montana; that he located on the SE.  $\frac{1}{4}$  sec. 13, T. 5 S. of R. 38 E., Montana meridian, in Montana, in 1895, with the intention of claiming the same as his homestead.

Affiant fully believed that the claim above described was on the public domain and open to settlement.

Deponent states that he acted in good faith, and intended to make final proof and secure title; that the local Government officials knew of his claiming above tract, and further deponent saith not.

JAS. C. HUTTON.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Mont., this 27th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

I, J. W. Hutton, do hereby consent and agree to accept twenty hundred and twenty dollars (\$2,020.00) for the improvements, as per schedule hereunto attached, on the tract of land occupied by me on the Northern Cheyenne Indian Reservation, in Custer County, Montana, and to vacate and surrender the same upon payment to me of the amount above stated. In witness whereof I hereunto subscribe my name, at Tongue River Agency, Montana, this 27th day of September, 1898.

J. W. HUTTON. [SEAL.]

Witnesses:

J. C. LYNDES,  
J. C. CLIFFORD.

TONGUE RIVER AGENCY, MONT., September 27, 1898.

*Schedule of improvements on 160-acre tract of land occupied by Joel W. Hutton, the same being on the Cheyenne Indian Reservation, Custer County, Mont.*

House 14 by 22 feet, with lean 10 by 22 feet, addition 17 by 25 feet; hewed logs, roof of double boards, tar paper between, earth over top, 6 rooms, floored throughout; porch 6 by 25 feet .....	\$300
Stable 16 by 50 feet, peeled logs, covered with earth .....	60
Cattle shed 16 by 88 feet, peeled logs, covered with slabs .....	100
Calf shed 14 by 24 feet, double slabs, sides and roof .....	40
Storehouse 14 by 20 feet, hewed logs, double-slab roof .....	50
Coal house 10 by 12 feet, slabs and boards .....	20
Chicken house 16 by 22 feet, hewed on inside .....	25
Shed 14 by 14 feet, double-slab sides and roof .....	15
Storeroom 12 by 12 feet, hewed on inside .....	20
Root house 12 by 26 feet, and milk house 10 by 14 feet .....	50
Store buildings 18 by 46 feet, frame, 9-foot post, shingle roof, shelved and countered; cellar 12 by 20 feet, stone foundation, laid in mortar, floor double, joists 16 inches on centers; 10-foot porch across the front; stock of merchandise on sale at present .....	600
Cow corral 150 by 150 feet; hay corral 150 by 50 feet .....	100
Calf pasture of 15 acres, fenced with four wires, posts 30 feet apart, four stays .....	40
960 rods 3-wire fence; posts 30 feet, and four stays .....	160
Well 24 feet, rock walled .....	60
60 acres of land under cultivation .....	100
25 acres of alfalfa .....	125
Fruit orchard, 15 apple trees, 3 years, 30 gooseberry bushes and some raspberry bushes and other bushes, etc .....	25
Restaurant building 18 by 24 feet, board roof, floored and countered and shelved .....	60
Total .....	2,020

I certify that I have carefully examined the improvements on claim occupied by Joel W. Hutton, as specified above, and regard the appraised value reasonable.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., Sept. 27th, 1898.

Personally appeared Joel W. Hutton, who, being first duly sworn, deposes and says that he is 64 years of age and resides at Hutton P. O., Montana; that he settled on the following tract, viz, "N.  $\frac{1}{2}$  of NW.  $\frac{1}{4}$  of sec. 24 and W.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 13, in T. 5 S., of R. 38 E. of Montana meridian, Custer Co., Mont.," in October, 1888, the same being unsurveyed at date of settlement.

That affiant located above-described tract as his homestead with the full belief that such tract was not included in the Northern Cheyenne Reservation; that affiant acted upon the general opinion and upon all reliable data at hand in determining the limits of said reservation, and fully believed that the tract selected by him, as above described, was not within such reservation; that Indian Agent Upshaw was fully aware of the settlement made by this affiant and considered this tract open to settlement.

Deponent further states that he was the first postmaster at Hutton P. O., Mont., which bears his name; that official maps of the State of Montana show the above-named office several miles south of the published and defined lines of said reservation; that this affiant had assurance from local officials that said map was reliable



and official, and affiant acted upon such information and continued to reside, improve, and cultivate above tract up to the present date, making costly improvements, intending to secure patent for his claim above described, and that to remove affiant without compensation would deprive him of valuable improvements and years of toil, the fruits of which he needs in his old age; and further deponent sayeth not.

J. W. HUTTON.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Mont., this 27th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., September 28, 1898.

*Schedule of improvements on 160 acre tract of land occupied and claimed by James A. Beatty, within the Northern Cheyenne Indian Reservation, Custer County, Mont.*

House 18 by 26 feet, hewed logs, covered with plank and earth, three rooms.	\$150
Storehouse 12 by 16 feet, hewed logs, covered with plank and earth.....	30
Granary 12 by 16 feet, floored, split-pole roofing .....	40
Coal house 12 by 12 feet, round peeled logs.....	15
Root house 14 by 20 feet, covered with peeled poles.....	30
Stable 16 by 26 feet, log, peeled-poles roofing .....	55
Cow stable 14 by 14 feet, log, peeled-poles roofing.....	30
Chicken house 12 by 14 feet, hewed logs.....	25
Wagon shed 14 by 16 feet, post and split roofing.....	15
Hog house 8 by 16 feet, peeled logs.....	15
Horse corral, 90 by 100 feet, 7-foot posts.....	50
Round corral 60 feet dimensions, 7-foot posts.....	35
Hog pasture of 2 acres, slabs and wires, posts 12 feet apart.....	20
Bridge over Rosebud River 18 by 16 feet, 2-inch plank.....	40
Bridge over Corral Creek 12 by 12 feet, pole covered.....	25
640 rods 3-wire fence, posts 30 feet apart.....	130
160 rods 2-wire fence, posts 30 feet apart, no stays.....	30
60 acres of land broken and under cultivation.....	150
20 acres of alfalfa.....	100
Sheds for cattle 14 by 38 feet, peeled logs.....	60
One-half interest with Fred Ramsey in 2 miles of main ditch 6 feet on bottom, average depth, 1½ feet.....	165
120 rods of ditch 2½ feet wide, depth 2 feet.....	35
60 rods of lateral ditches.....	20
One-half interest with Fred Ramsey in dam in Corral Creek 50 feet long, 3 feet high, 12 feet thick, of willows, rock, and earth.....	35
One-half interest in "water right" of 800 inches with Fred Ramsey.....	
Total.....	1,300

I, James A. Beatty, do hereby consent and agree to accept thirteen hundred dollars (\$1,300.00) for the improvements, as per schedule hereto attached, on the tract of land occupied by me on the Northern Cheyenne Indian Reservation in Custer Co., and to vacate and surrender the same upon payment to me of the amount above stated.

In witness whereof I hereunto subscribe my name at Tongue River Agency, Montana, this 28th day of Sept., 1898.

Witnesses:

JOHN C. LYNDES.  
ARTHUR J. DICKSON.

JAMES A. BEATTY. [SEAL.]

Personally appeared James A. Beatty, who, being first duly sworn, deposes and says that he is 44 years of age and resides at Hutton P. O., Montana; that he came into possession of the following tract, viz, ½ sec. in sec. 23, T. 5 S., of R. 38 E., of Montana meridian, in Montana, by purchase from one Fred Ramsey, the consideration being three hundred and fifty dollars (\$350.00); that this affiant purchased the improvements on above-named tract, consisting of water right, ditch, house logs,

&c., with the intention of improving the above-named tract as his homestead. This affiant further states that he came into possession of above premises in spring of 1893, and that he had no knowledge of the "Cheyenne Indian Reservation" extending to or including this tract claimed by him; that at the time of purchasing said improvements the tract claimed by this affiant was only partially surveyed and platted, and still remains in that condition; that affiant acted upon the opinion and advice of old settlers and such other data as he could obtain, and was convinced that he was on the public domain. Deponent has acted in good faith in making valuable and lasting improvements on the tract selected, and that to be removed from his home without compensation would be a great hardship and serious loss to this affiant; and further deponent saith not.

JAMES A. BEATTY.

Subscribed and sworn to before me, at Tongue River Agency, Custer Co., Montana, this 28th day of September, 1898.

JAMES McLAUGHLIN, *U. S. Indian Inspector.*

Personally appeared Ed. Anderson, who, being first duly sworn, deposeth and says that he is twenty-eight years of age and resides at Muddy P. O., Mont.; that he is a partner of Tobias Thompson and equal owner in the ranch purchased of W. W. Alderson. Said ranch is located on Muddy Cr., Custer Co., Mont., and within the limits of the Northern Cheyenne Indian Reservation.

This affiant purchased the undivided one-half interest of Tobias Larsen, who was a partner of the said Tobias Thompson, "Larsen and Thompson" being the parties succeeding to all the rights, title, and improvements in and to the ranch above described, commonly known as the "Alderson Ranch," the consideration paid by Larsen and Thompson for said ranch being thirteen hundred and fifty dollars, and this affiant assumed the obligations of the retiring partner, Tobias Larsen.

Affiant became a partner in the firm of "Thompson and Anderson" in the spring of 1893 and has since that time continued to occupy and improve above-described ranch, having added the following-described improvements, viz:

Broke up and cultivated 20 acres; fenced the same; sowed to alfalfa 6 acres; built hay corral of peeled poles 8 ft. high, 160 by 250 ft.; hen house 12 by 12 ft.; hog house 14 by 20 ft.; scalped logs; dam across Muddy Cr., length 30 ft., 8 ft. high, 8 ft. average thickness; ditch 120 rd. long.

Affiant bought and improved the above-described ranch with the understanding that the said W. W. Alderson would make final proof on the same as soon as it was surveyed and platted, and this affiant fully believed that the U. S. Government would grant a patent for this tract to the said W. W. Alderson, which would accrue to the benefit and profit of this affiant and his partner.

Further this deponent sayeth not.

ED. ANDERSON.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Mont., this the 16th day of September, 1898.

JAMES McLAUGHLIN, *U. S. Indian Inspector.*

Personally appeared Tobias Thompson, who, being first duly sworn, deposeth and says that he is twenty-seven years of age; a resident of Muddy P. O., Custer Co., Mont.; that he is an equal partner in the ranch and property described by Ed. Anderson, who makes the foregoing affidavit, and that said Ed. Anderson is his partner and equal owner in the property described.

Affiant further says that he knows of his own personal knowledge that the statements made by the said Ed. Anderson in the foregoing affidavit are true and correct; and further deponent sayeth not.

TOBIAS THOMPSON.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Mont., this the 16th day of September, 1898.

JAMES McLAUGHLIN, *U. S. Indian Inspector.*

## TONGUE RIVER AGENCY, MONT., September 16, 1898.

*Schedule of improvements on land or ranch known as the "Alderson Ranch," occupied and cultivated by "Thompson and Anderson," the same being on the Northern Cheyenne Indian Reservation, Custer County, Mont. (see Anderson, Thompson, and Mrs. W. W. Alderson's affidavits).*

960 rods 3-wire fence, posts 30 feet apart, four stays between posts .....	\$180
Dam across Muddy Creek, 30 by 8 by 8 feet.....	60
Ditch 120 rods width on bottom $3\frac{1}{2}$ feet, covering 7 acres.....	35
House 16 by 44 feet, with "L" 14 by 24 feet, 5 rooms, 2 porches, floored throughout, double-board dirt-covered roof, round peeled logs.....	300
Granary, 14 by 16 feet, round logs, floored and binned.....	50
Henhouse, 12 by 12 feet, one story.....	25
Hog house, 20 by 14 feet, with corral 150 feet by 200 feet, board and wire....	50
Log stable, 18 by 24 feet, round logs.....	60
Log shed, 16 by 60 feet.....	70
Hay corral, 160 by 250 by 8 feet, scalped logs, 3 swing gates, 7 by 14 feet ....	100
Round corral, 50 feet diameter, sided with inch boards 8 feet high, 2 swing gates .....	40
Cow corral, 64 by 32 feet by 7 feet high, scalped poles.....	35
6 acres alfalfa.....	30
90 acres in cultivation.....	225
Root cellar, 10 by 14 feet, covered with plank.....	35
Well, 18 feet deep, walled with rock, 6 feet water.....	45
Strawberry garden, 3 by 4 rods (fine).....	15
Bridge across Muddy Creek, 25 feet long, 12 feet wide.....	25
Total .....	1,380

We, the undersigned, do hereby consent and agree to accept thirteen hundred and eighty dollars (\$1,380.00) for the improvements, as per schedule hereto, on the tract of land occupied by us on the Northern Cheyenne Indian Reservation, in Custer Co., Montana, and to vacate and surrender the premises upon payment to us of the sum of money above stipulated.

In witness whereof we hereunto subscribe our names, at Tongue River Agency, Custer Co., Montana, this 29th day of September, 1898.

TOBIAS THOMPSON. [SEAL.]  
ED. ANDERSON. [SEAL.]

Witnesses as to both:

J. C. LYNDES.  
W. A. POSEY.

Personally appeared Mrs. W. W. Alderson, who, first being duly sworn, deposes and says: That she is 38 years of age, and resides at Miles City, Montana; that she is the widow of W. W. Alderson, now deceased.

Affiant, with her husband, located on Lane Deer Cr., Custer Co., Mont., on the present site of "Tongue River Agency Buildings," at the mouth of the creek known as Alderson Gulch, in the spring of 1883, and continued to reside on said ranch until March, 1884, at which time our ranch buildings were entirely destroyed by the Northern Cheyenne Indians, who set the same on fire; that by reason of the hostile attitude of these Indians, at that time, we were compelled to leave the ranch above described, temporarily, and went to Tongue River, thirty miles distant, to reside.

Deponent further says that before their return the agency buildings were located on the tract above described and claimed by her husband, W. W. Alderson.

Said husband selected another tract on Muddy Cr., and commenced to improve the same in 1887, and continued to reside, improve, and cultivate said tract until 1892, when said ranch, located on Muddy Creek, was sold for a valuable consideration to Tobias Thompson and Tobias Larsen.

This affiant fully and truly believes that her husband located the Muddy Creek ranch in good faith and with the intention of claiming the same in lieu of his ranch located on Lane Deer Creek, in 1883, as described before, and that it was his intention to make final proof on the same as soon as this tract was surveyed and platted.

NANNIE T. ALDERSON,  
Widow of W. W. Alderson.

Subscribed and sworn to before me at Miles City, Montana, this 22nd day of September, 1898.

[SEAL.]

GEO. R. MILBURN,  
Notary Public.

(Commission expires in 1900.)

Personally appeared Jerome Dickson, who, being first duly sworn, deposes and says that he is 48 yrs. of age, and resides at Hutton P. O., Mont.; that in October, 1895, affiant established himself at Hutton P. O., Custer Co., Mont., and engaged in "general merchandising," locating his first buildings in sec. 13, and subsequently other buildings in sec. 24, all in township 5 S., of range 38 E. of Montana meridian.

That affiant was assured by all the settlers in the vicinity of Hutton P. O. that the site selected would be subject to entry under the public land laws in a very short time after this affiant made settlement as stated above; and further, that affiant acted in good faith and intended to file upon the tract on which his buildings are situated.

That the buildings erected on said tract by affiant are as follows, to wit:

House, logs, 16 by 32 ft., with "L" 12 by 24 ft., covered with double slabs and earth; 4 rooms.

Stable, logs, 14 by 20 ft., covered with double slabs.

Root house and cellar, 12 by 12 and 8 by 14 ft., respectively.

"Public hall," 24 by 52 by 11, posts, hewed logs, stone foundation, shingle roof, 3 lines of joist support timbers, joists 16 in. on centers, pine floor, raised platform, 12 by 24 ft., porch in front of hall 8 by 12 ft., with steps from both sides.

Deponent further states that he is owner of the buildings first described, and agent for the settlers of "Hutton community," who erected the "public hall;" and further deponent saith not.

JEROME DICKSON.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Montana, this 30th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

#### TONGUE RIVER AGENCY, MONT., September 30, 1898.

*Schedule of improvements on 160-acre tract occupied by Jerome Dickson, within the Northern Cheyenne Indian Reservation, Custer County, Mont.*

House, logs, 16 by 32 feet, with "L" 12 by 24 feet, covered with double slabs and earth; 4 rooms.....	\$125
Stable, logs, 14 by 20 feet, covered with double slabs .....	15
Root house and cellar, 12 by 12 feet and 8 by 14 feet, respectively .....	20
"Public hall," 24 by 52 feet, 11 feet posts, hewed logs, stone foundation, shingle roof, 3 lines of joists support timbers, joists 16 in., on centers, pine floor, raised platform 12 by 24 feet, porch in front of hall, 8 by 12 feet, with steps from both sides .....	400
Total .....	560

I, the undersigned, do hereby consent and agree to accept five hundred and sixty dollars (\$560.00) for the improvements, as per above schedule, situated on the tract of land occupied by me on the Northern Cheyenne Indian Reservation in Custer Co., Montana, and to vacate and surrender the premises upon payment to me of the sum of money above stipulated.

In witness whereof I hereunto subscribe my name, at Tongue River Agency, Custer Co., Mont., this 30th day of September, 1898.

JEROME DICKSON. [SEAL.]

Witnesses:

J. C. LYNDES.  
W. A. POSEY.

Personally appeared John S. Jacobs, who being first duly sworn, deposes and says that he is 47 years of age and resides at Hutton post-office, Montana; that in the month of April, 1897, he purchased a claim and improvements thereon from one Wm. Cornwall, said claim being unsurveyed land, situated on "Dry Creek," in township 5 south, of range 39 east, of Montana meridian, in Custer County, Montana, and about 4 miles southeast of Hutton post-office; that he paid said Wm. Cornwall \$150 for said claim, and located upon the same July 4th, 1897, and has since continued to occupy and improve it with the firm intention of making it his home and filing upon it as his homestead as soon as surveys were extended and the land subject to entry; that at the time he purchased the said claim and located upon it deponent fully believed that he was outside of the Northern Cheyenne Indian reservation, other-

wise he would not have purchased or located upon it; that said Wm. Cornwall, from whom deponent purchased the claim, had located upon it three years previous and had occupied it during that period, and having been told by the old settlers of the neighborhood that the said claim was not within the Indian reservation boundaries he purchased it as hereinbefore set forth; that the said tract is about one (1) mile north of the southern boundary line of township 5 south, of range 39 east, and therefore within the Northern Cheyenne Indian Reservation, which fact was not known to affiant until about four (4) months after he had located upon said claim. Depo-  
nent further says that he acted in good faith in purchasing and locating upon said claim, and to be deprived of it without compensation for his improvements would be a great hardship and serious loss to him; and further deponent saith not.

JOHN S. JACOBS.

Subscribed and sworn to before me at Tongue River Agency, Custer County, Mont., this 1st day of Oct., 1898.

JAMES McLAUGHLIN,  
U. S. Ind. Inspector.

TONGUE RIVER AGENCY, MONT., October 1, 1898.

*Schedule of improvements on tract of land situated on "Dry Creek," within the Northern Cheyenne Reservation, in Custer County, Mont., and occupied by John S. Jacobs.*

House, peeled logs, 18 by 24 feet, roof of hewed pine poles, earth covered, 2 rooms.....	\$60
Root house, 12 by 14 feet, timber roof supports and earth covered.....	20
Stable, logs, 16 by 20 feet, roof of split poles, earth covered.....	20
Chicken house, 12 by 14 feet, roof of split poles, earth covered.....	15
Hogpen, logs, 20 by 20 feet, not covered.....	5
Calf pasture of 1 acre, 5 wires, posts 16 feet apart.....	10
Coal shed, lumber and slabs, 8 by 10 feet.....	5
4 acres of land broken and under cultivation.....	10
One-fourth mile (80 rods) of 3-wire fence, posts 32 feet apart, partly stayed....	15
Total.....	160

I, John S. Jacobs, of Hutton, Custer County, Montana, do hereby consent and agree to accept one hundred and sixty dollars (\$160.00) for my improvements upon the claim I occupy on "Dry Creek," within the Northern Cheyenne Reservation, in Custer County, Montana, and to vacate and surrender the same upon payment to me of the sum of money above stipulated.

In witness whereof I hereunto subscribe my name at Tongue River Agency, Montana, this 1st day of Oct., 1898.

JOHN S. JACOBS. [SEAL.]

In presence of—  
GUS C. HEIN.  
J. C. CLIFFORD.

TONGUE RIVER AGENCY, MONT., September 30, 1898.

*Schedule of improvement made by the following-named settlers within the Northern Cheyenne Reservation, Custer County, Mont.*

ISAAC ALDERMAN.

House, hewed logs, 18 by 24 feet, roofed with lumber and earth, 3 rooms, cellar under house 6 by 8 feet.....	\$60
Stable, round logs, four double stalls, 16 by 24 feet.....	15
Hay yard 16 by 24 feet, poles and posts.....	5
Total.....	80

SPENCER DEWEY.

House 18 by 24 feet, hewed logs, covered with lumber and earth, 2 rooms.....	60
Stable 30 by 40 feet, round logs, 10 double stalls, covered with poles.....	40
Total.....	100

## SAMUEL FAUVER.

House 20 by 28 feet, hewed logs, lean-to 8 by 12 feet, covered with lumber and earth, 6 rooms .....	75
Stable 16 by 32 feet, round logs .....	20
Shop building 14 by 20 feet, round logs .....	15
Hen house 8 by 12 feet, hog house, 14 by 22 feet .....	10
Cow corral 30 by 30 feet, poles and posts .....	10
Hay corral 16 by 32 feet, pole fence .....	5
Well 50 feet, court 8 feet in bottom, iron pump .....	65
Total .....	200

## SHERMAN FAUVER.

House 18 by 24 feet, hewed logs, covered with lumber and earth, 2 rooms .....	60
Stable 14 by 16 feet, 2 stalls .....	20
Hay yard 16 by 20 feet, poles and posts .....	5
Total .....	85

## M. C. GRIFFITH.

House 18 by 24 feet, hewed logs, covered with lumber and earth, 2 rooms .....	60
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## JEROME DICKSON.

Store buildings, hewed logs, 20 by 32 feet, stone foundation; addition of rough lumber, 20 by 12 feet; cellar 12 by 20 feet, 6 feet deep .....	180
Stable 14 by 20 feet, round logs .....	20
Total .....	200

We, the undersigned, each for himself, hereby agree to accept the total amount set opposite our respective names for improvements within the Northern Cheyenne Indian Reservation, in Custer County, Montana, as specified in the foregoing schedule, and to vacate and surrender the premises upon payment to us of the respective sums above shown, the total of our five (5) claims, aggregating seven hundred and twenty-five dollars (\$725.00). In witness whereof we hereunto subscribe our respective names at Tongue River Agency, Custer County, Montana, this 30th day of September, 1898.

ISAAC ALDERMAN.	[SEAL.]
SPENCER DEWEY.	[SEAL.]
SAMUEL FAUVER.	[SEAL.]
SHERMAN FAUVER.	[SEAL.]
M. C. GRIFFITH.	[SEAL.]
JEROME DICKSON.	[SEAL.]

Witnesses to all:  
J. C. LYNDES.  
F. RAMSEY.

Personally appeared Isaac Alderman, who, being first duly sworn, deposes and says that he is 68 (years) of age and resides at Hutton P. O., Mont.; that in August, 1897, this affiant built house and stable on the east line of SE.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of sec. 24, in township 5 S., of range 38 E. of Montana meridian, in Montana, said buildings being situated on a tract owned by Fred Ramsey and erected thereon by said Ramsey's permission; that the reason which induced affiant to build thereon was that he, together with three other families, viz, Spencer Dewey, Samuel Fauver, and Sherman Fauver, left Nebraska and were looking over the country for locations for new homes; that after reaching Hutton P. O., Custer Co., Mont., and learning that it was probable that township 5 S., of range 38 E., the southwest corner township of the Northern Cheyenne Reservation, would soon be opened to settlement under the public-land laws, and desiring to secure homesteads in the locality, concluded to remain in the neighborhood to be ready to avail themselves of such privileges as soon as the lands could be filed upon, and pending such opening of the desired lands, decided as best to build upon the extreme eastern border of said Fred Ramsey's land rather than be regarded as trespassers upon the Indian reservation; that M. C. Griffith subsequently arrived at Hutton and became a member of the said settlement.



Deponent further says that buildings before referred to and owned by the parties herein named are described as follows, viz:

*Buildings of affiant.*—House, hewed logs, 18x24 ft., roofed with lumber and earth, 3 rooms. Stable, round logs, four double stalls. Hay yard 16x24 ft., poles and posts.

*Spencer Dewey's buildings.*—House 18x24 ft., hewed logs, covered with lumber and earth, 2 rooms. Stable 30x40 ft., round logs, 10 double stalls, covered with poles.

*Samuel Fauver's buildings.*—House 20x28 ft., hewed logs, lean-to 8x12 ft., covered with lumber and earth, 6 rooms.

Stable 16x32 ft., round logs; shop building 14x20 ft.; hen house 8x12 ft.; hog house 14x22 ft., round logs; corrals for cows, 30x30 ft.

Hay yard 16x32 ft., poles and posts. Well fifty feet deep, 8 ft. curbed (with iron pump costing \$15.00).

*Sherman Fauver's buildings.*—House 18x24 ft., hewed logs, covered lumber and earth; stable 14x16 ft., 2 stalls; hay corral 16x20 ft.

*M. C. Griffith's buildings.*—House 18x24 ft., hewed logs, covered with lumber and earth, 2 rooms.

Deponent further says that upon his arrival at Hutton Jerome Dickson was engaged in merchandising on the adjoining section to where affiant erected his buildings, and that said Jerome Dickson removed and built at this location on a line with above-described building; that buildings of Jerome Dickson being store buildings, hewed logs, 20x32 ft., stone foundation, covered with lumber and tarred felt and earth; addition of rough lumber 20x12 ft.; cellar 12x20 ft., 6 ft. deep; stable 14x20 ft., round logs.

Affiant further says that he, together with the parties named in this affidavit, acted in good faith with the intention of securing homesteads in the neighborhood; and further deponent saith not.

ISAAC ALDERMAN.

Subscribed and sworn to before me at Tongue River Agency, Custer Co., Montana, this 30th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

Personally appeared Spencer Dewey, Samuel Fauver, Sherman Fauver, and Jerome Dickson, who, being first duly sworn, depose and say that they have read the foregoing affidavit of Isaac Alderman, and each for himself affirms, of his own personal knowledge, that the statements therein made are true and correct; and further deponents saith not.

SPENCER DEWEY.  
SAMUEL FAUVER.  
SHERMAN FAUVER.  
JEROME DICKSON.

Subscribed and sworn to before me at Tongue River Agency, Custer County, Montana, this 30th day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., October 7, 1898.

*Schedule of improvements upon tract of unsurveyed land situated on Trail Creek, within the Northern Cheyenne Indian Reservation, in Custer County, Mont., and occupied by Frank Shields.*

House, hewed logs, 16 by 28 feet, covered with lumber and earth, 2 rooms.....	\$60
Storehouse, round logs, 14 by 16 feet, slabs and earth covered.....	25
Knot house 14 by 16 feet.....	30
Stable, round logs, 15 by 24 feet, covered with slabs and earth.....	35
Sheep sheds, lumber sides, 60 by 100 feet, covered with poles and hay.....	50
Hay corral, round poles, 60 by 80 feet.....	15
10 acres of land broken and under cultivation.....	25
5 acres of alfalfa.....	25
5 miles of 2-wire fence, with posts 32 feet apart, partly stayed (this fence incloses about 300 acres of pasture in one tract and about 240 acres in another)..	175

240 rods of ditch, 3 feet wide on top, 2 feet wide on bottom, and averages 12 inches deep, irrigating about 20 acres of land .....	\$30
Dam 20 feet long, 5 feet high, and 8 feet wide, rocks, logs, and earth.....	30
Total .....	500

I, Frank Shield, by his attorney, J. C. Lyndes, do hereby consent and agree to accept five hundred dollars (\$500.00) for the improvements, as per schedule hereunto attached, on the tract of land occupied by me on the Northern Cheyenne Indian Reservation, in Custer County, Montana, and to vacate and surrender the same upon payment to me of the amount above stated. In witness whereof I hereunto subscribe my name at Miles City, Montana, this 14th day of October, 1898.

FRANK SHIELD,  
[By J. C. LYNDES, SEAL.]  
*His attorney in fact.*

Witnesses:

L. L. SCHWARTZ,  
JNO. MCAUSLAND.

Personally appeared John C. Lyndes, who, being first duly sworn, deposes and says, that he is 32 years of age and resides at Muddy P. O., Montana; that he has resided on and about the Cheyenne Indian Reservation for the past eight years, and that he is well acquainted with one Frank Shields, who is located on Trail Creek, within the Cheyenne Reservation; that the tract now occupied by said Shields, was purchased for a valuable consideration in the spring of 1894 of one Clark, who in turn purchased the tract and improvement thereon from one U. S. Holmes, said Holmes having succeeded to all interests and rights of one Wm. Hayward in the year of 1888.

Deponent further says that said Frank Shield, being compelled to be absent at this time, gave him full power to act for him, and further, that deponent believes that Shields acted in good faith in locating above tract, and his purpose in so doing was to make for himself a home; and further deponent saith not.

JOHN C. LYNDES.

Subscribed and sworn to before me at Miles City, Custer Co., Montana, this 14th day of October, 1898.

JAMES McLAUGHLIN,  
*U. S. Indian Inspector.*

Personally appeared Robert Schandel, who, being first sworn, deposes and says that he is thirty years of age, and resides on Greenleaf Creek, in Custer County, State of Montana; that affiant's brother, Julius Schandel, located on a tract of unsurveyed land at the head of Greenleaf Creek, in Custer County, State of Montana, in 1892, and commenced improving said tract of land as his homestead; that affiant joined his said brother on the said location in the spring of 1894, and has since continued to occupy and improve said claim jointly with his brother, intending to file on it as their homestead as soon as the land was surveyed and subject to entry; that affiant and his said brother have made valuable improvements upon said land, fully believing that they were north of the southern forty (40) mile limit of the grant to the N. P. R. R. Company; that at the time they located upon said claim there were no surveys made in that locality and no surveys have yet been made in the township in which the tract affiant is located upon is situated, which is believed by him to be in township 2 south, of range 42 east. Deponent further says that when he and his brother located upon the said tract they were told by all old settlers of the neighborhood that they were north of the southern forty-mile limit of the grant to the N. P. R. R. Co., else they would not have located upon and improved said tract of land; that knowing their claim to be near said forty-mile limit, now fear that when the lines are surveyed they may be south of said line and within the Northern Cheyenne Indian Reservation; hence affiant desires to protect their interest by filing this affidavit. And further deponent saith not.

ROBERT SCHANDEL.

Subscribed and sworn to before me at Tongue River Agency, Custer County, Montana, this 10th day of October, 1898.

JAMES McLAUGHLIN,  
*U. S. Indian Inspector.*

TONGUE RIVER AGENCY, MONT., *October 10, 1898.*

*Schedule of improvements upon a tract of unsurveyed land occupied by Schandel Brothers, in township 2 south, of range 42 east, in Custer County, Mont., believed to be within the Northern Cheyenne Indian Reservation.*

	Appraised value.
House, round logs, peeled, 24 by 30 feet, covered with lumber and earth, 3 rooms.	\$110
Root house, 12 by 16 feet, solid log roof, lined with 2-inch plank.....	40
Spring house, 6 by 12 feet, lumber roof, water piped outside of building.....	20
Granary, lumber, 12 by 16 feet, 2-inch flooring, board roof.....	40
Chicken house, round logs, 12 by 18 feet, covered with boards and earth.....	30
Chicken yard, lumber, 32 by 64 feet, 8 feet high .....	10
Stable, round logs, peeled, 20 by 26 feet, covered with boards with hay on top.	50
Shed, round logs, peeled, 12 by 30 feet, lumber roof .....	35
Corral, round logs, circular, 35 feet diameter, 6 feet high.....	20
Hay yard, peeled poles, 220 by 560 feet, 5 feet high.....	30
400 rods of 2-rail fence, double posts 16 feet apart.....	40
640 rods of 2-wire fence, posts 32 feet apart.....	80
320 rods of 3-wire fence, posts 30 feet apart, 3 stays between posts.....	60
46 acres of land broken and under cultivation .....	115
4 acres of alfalfa.....	20
Total.....	700

I, Robert Schandel, of Greenleaf, Custer County, Montana, do hereby consent and agree to accept seven hundred (\$700.00) dollars, for the improvements, as per schedule herewith, upon the tract of land situated on Greenleaf Creek, Custer County, Montana, occupied by myself and brother, Julius Schandel, provided the said tract of land is found to be within the Northern Cheyenne Indian Reservation when survey has been extended and boundary line determined. And I also hereby agree that myself and brother will vacate and surrender said location upon payment to us of the amount above stipulated.

In witness whereof I hereunto subscribe my name at Tongue River Agency, Custer County, Montana, this 10th day of October, 1898,

ROBERT SCHANDEL. [SEAL.]

In presence of—

J. C. CLIFFORD,  
W. A. POSEY.

Personally appeared John Bowman, who, being first duly sworn, deposes and says that he is 63 years of age and resides at Ashland, Custer County, Montana; that he is the owner of the following-described land, which has been patented to him, viz: Homestead certificate No. 165, application No. 483, the S.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of section 32, township 3 south, of range 44 east of Montana meridian, in Montana, containing 160 acres, dated 21st day of March, 1898. Deponent further states that he located upon said tract of land in July, 1883, and has continued to occupy and improve the same ever since; and further he saith not.

JOHN BOWMAN.

Subscribed and sworn to before me at Ashland, Custer County, Montana, this 23rd day of September, 1898.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.'ASHLAND, CUSTER COUNTY, MONT., *September 23, 1898.*

*Schedule of improvements on patented homestead of 160 acres of land, occupied and owned by John Bowman, and situated on west side of Tongue River, in Custer County, Mont.*

House, log, 16 by 32 feet, earth covered, 2 rooms.....	\$85
Stable, log, 16 by 48 feet, earth covered .....	30
Storehouse, log, 18 by 18 feet, earth covered.....	20
Wagon shed, log, 16 by 32 feet, earth covered.....	40
Cattle shed, log, 30 by 75 feet, earth covered.....	60
Cattle yard, log, 50 by 60 feet.....	50

Chicken house, log, 12 by 16 feet.....	\$10
2 wells, each 18 feet deep, rock walled, with one iron pump .....	90
880 rods of fence, 2 wires, with pole on top, posts 16 feet apart .....	165
Total.....	550

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and John Bowman, located on the west side of Tongue River, in Custer County, in the State of Montana, party of the second part—

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public No. 175), it is provided, among other things, as follows, to wit:

“SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

“It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof and of the improvements thereon; also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior.”

Whereas the said James McLaughlin, a United States Indian Inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said John Bowman, said party of the second part, made settlement on certain lands on the west side of Tongue River, in Custer County, State of Montana, to wit, the S.  $\frac{1}{2}$  of SW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  of sec. 32, town 3 south, of range 44 east of Montana meridian, in the State of Montana, containing 160 acres, also all that portion of his preemption claim lying west of Tongue River, comprising about fifteen (15) acres, more or less, and made improvements thereon, and has a valid title to the same;

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of thirty-five hundred and fifty (\$3,550.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of three thousand (\$3,000.00) dollars, and which improvements were appraised by said McLaughlin in the sum of five hundred and fifty (\$550.00) dollars.

And the party of the second part hereby agrees for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States, for such use as it shall deem proper, on the payment of the sum of money above stipulated, and that he will forthwith upon such payment and surrender remove from the above-described tract of land.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Ashland, Custer County, Montana, on this 23rd day of September, 1898. All erasures and interlineations made before signing.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.

Witnesses:

J. C. CLIFFORD.  
HUGH H. HUNTER.

Witnesses:

JAS. F. MAXWELL.  
ALVA DICKSON.

JOHN BOWMAN. [SEAL.]

ASHLAND, CUSTER COUNTY, MONT., September 24, 1898.

*Schedule of improvements on 400-acre tract of land occupied and owned by Hugh H. Hunter, situated on west side of Tongue River, in Custer County, Mont.*

House, log, 18 by 24 feet, 1½ stories, with extension 16 by 18 feet, one story, ceiled inside, shingled roof, 5 rooms.....	\$750
Ranch house, log, 18 by 60 feet, double-board roof, earth covered, 3 rooms...	200
Connecting hallway, 8 by 18 feet, double-board roof, earth covered, 8 rooms...	50
Storehouse, log, 16 by 20 feet, double-board roof, earth covered, 8 rooms.....	50
Chicken house, log, 16 by 16 feet, double-board roof, earth covered, 8 rooms..	40
Milk and ice house, frame, 12 by 14 feet, double lined, stone foundation.....	150
Coal house, log, 12 by 14 feet, shingled roof.....	25
Root house, 12 by 14 feet, timber supports.....	30
Cornercrib, poles, 8 by 16 feet, shingled roof.....	20
Horse stable, log, 16 by 80 feet, double-board roof, earth covered, with corral 40 by 50.....	400
Cow stable, log, 16 by 64 feet, double-board roof, with corral 40 by 60.....	200
Wagon shed, log, 16 by 32 feet.....	35
Hay corral, round poles, 8 by 10 rods.....	25
5 horse corrals; one 80 by 90 feet and four 30 by 40 feet each, round logs.....	150
3 wells, each 20 feet deep, walled with rock, one pump.....	150
7 miles fence, 4 wires, posts 16, 20, and 24 feet apart, with 4 stays between posts.....	560
One-half mile fence, 3 wires, posts 30 feet apart, with 6 stays between posts..	40
60 acres of land broken and under cultivation.....	150
35 acres of alfalfa, excellent stand.....	175
2 miles of main ditch, exclusive of laterals, irrigating 60 acres.....	200
<b>Total.....</b>	<b>3,400</b>

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Hugh H. Hunter, located on the west side of Tongue River, in Custer County, in the State of Montana, party of the second part.

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon; also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreement with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten, and

Whereas the said Hugh H. Hunter, said party of the second part, made settlement on certain lands on the west side of Tongue River, in Custer County, State of Montana, embraced within the said Northern Cheyenne Reservation, to wit: The SW. ¼ of sec. 15 and N. ¼ of SE. ¼ of sec. 21 and NW. ¼ of sec. 22, township 3 south, of range 44 east of Montana meridian, Montana, containing 400 acres, and made improvements thereon, and has a valid title to the same.

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of seven thousand four hundred (\$7,400.00) dol-

lars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of four thousand (\$4,000.00) dollars, and which improvements were appraised by said McLaughlin in the sum of three thousand four hundred (\$3,400.00) dollars.

And the party of the second part hereby agrees for himself, his heirs, executors, and assigns that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith upon such payment and surrender remove from the above-described land.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Ashland, Custer County, Montana, on this 24th day of September, 1898.

All erasures and interlineations made before signing.

JAMES McLAUGHLIN, [SEAL.]

U. S. Indian Inspector.

HUGH H. HUNTER. [SEAL.]

Witnesses as to both:

J. C. CLIFFORD.

JOHN BOWMAN.

#### STATE OF MONTANA,

County of Custer, ss:

I, the undersigned, do hereby certify that I now am and for more than fourteen (14) years last past have been a regularly licensed and practicing attorney at law, residing at the city of Miles City, in said county and State.

That for more than ten years last past I have transacted legal business for the heirs of Mary Toohey, deceased, the same persons named in the abstract of title hereto attached, and to which this certificate refers.

That there never has been any administration in the said county of Custer of the estate of the said Mary Toohey, deceased, and, as affiant believes, at the time of her death she did not own property in this county to be administered upon other than the claim of homestead described in the said abstract of title.

That there never has been a decree of court in this county determining who are the heirs of the said Mary Toohey, deceased, but from personal knowledge and acquaintance with the family I feel that I can safely make the statement that Margaret Murphy, Matilda Pressy, Aleachia E. Toohey, Catherine Toohey, and Joseph Toohey were the only children living, heirs of the said Mary Toohey, at the time of her death, and that there were no other heirs than the above-named children, the names of whom appear either as grantors or grantee in the said abstract of title, and although the record of title to the said described lands would not be complete without a decree of court declaring who the heirs of Mary Toohey are in fact, the expense of procuring such a decree would be considerable, and under the circumstances seems to me unnecessary.

C. R. MIDDLETON, Attorney.

*Abstract of title to the NW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , S.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$ , NE.  $\frac{1}{4}$ , sec. 28, T. 3 S., R. 44 E., 160 acres, Custer County, Montana.*

No.	Grantor.	Grantee.	Nature of instrument.	Consideration.		Dated.			Filed.			Record-ed.	
				Dollars.	Cents.	Month.	Day.	Year.	Month.	Day.	Year.	Book.	Page.
1	U. S. of America...	Heirs of Mary Toohey.	Patent...	....	....	Oct..	20	1897	Sept.	29	1897	J	576
2	Margaret Murphy..	Catherine Toohey.	Deed ...	1	....	July.	9	1897	Sept.	29	1897	J	580
3	Nathan Pressey and Matilda (wife).	Catherine Toohey.	Deed ...	1	....	July.	26	1897	Sept.	29	1897	J	582
4	Aleachia E. Toohey.	Catherine Toohey.	Deed ...	1	....	July.	27	1897	Sept.	29	1897	J	578
5	Joseph Toohey and Catherine (wife).	Catherine Toohey.	Deed ...	1	....	July.	27	1897	Sept.	29	1897	J	579



## DESCRIPTION AND REMARKS.

[Directions must be strictly followed.]

No. 1.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  S.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 28, T. 3 S., R. 44 E.—160 acres.  
 No. 2.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  S.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 28, T. 3 S., R. 44 E.—160 acres.  
 No. 3.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  S.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 28, T. 3 S., R. 44 E.—160 acres.  
 No. 4.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  S.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 28, T. 3 S., R. 44 E.—160 acres.  
 No. 5.—NW.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  S.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  SW.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  sec. 28, T. 3 S., R. 44 E.—160 acres.

## TAXES.

1892—Paid.  
 1893—Paid.

1894—Paid.  
 1895—Paid.

1896—Paid.  
 1897—Paid.

I certify that there are no taxes due and unpaid upon the lands described in the within abstract, and that there are no tax sales of said land unredeemed, and that no tax deeds have been given thereon.

Dated Oct. 4, 1898.

JOHN S. TRUSCOTT,  
*Treasurer of Custer County.*  
 By J. C. REED, *Deputy.*

## JUDGMENTS.

I certify that there are no judgments, suits pending, or liens of any kind against any of the within-named grantees, which are liens on the lands described herein, in any court of record in Custer County.

Witness my hand and seal, this 4th day of October, 1898.

[SEAL.]

A. T. MCAUSLAND,  
*Clerk District Court Custer County.*

*Abstract of title to the NW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , the S.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , and the SW.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$  of section 28, Tp. 3 S., Range 44 east, in Custer County, Montana.*

I hereby certify that the within abstract of title from No. 1 to No. 5, inclusive, is a full, true, and correct abstract of title to said property as the same appears upon the records of said county on the 1st day of Oct., A. D. 1898, at 12 o'clock m.

F. M. SCHWARTZ,  
*Co. Clk., Abstracter.*

By JNO. MCAUSLAND, *Deputy.*

Fee, \$4.00.

Personally appeared Catherine Toohey who, being first duly sworn, deposes and says that she is 34 years of age and resides at Ashland, Custer County, Montana; that she is the owner of the following-described tract of land situated in Custer County, Montana, to wit:

The NW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and N.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and S.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of section 28, and the NE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of section 29, township 3 south, of range 44 east, of Montana meridian, in Montana, containing 320 acres; that she acquired title to said tract of land by having preempted 160 acres of it and inherited 160 acres from her mother who had homesteaded it, both said tracts of land being patented, the preemption filing to deponent and the homestead filing to deponent's mother. Deponent further states that she located upon her said land in Custer County, Montana, on March 16th, 1888, and has continued to occupy and cultivate the said tract of land ever since; that deponent's mother, Mrs. Mary Toohey, now deceased, came to the locality and located on her homestead claim in July, 1886, and continued to occupy and improve the place up to the time of her death on April 18th, 1889; that the said homestead of Mary Toohey, deceased, was subsequently deeded by the several heirs to deponent who now has full and clear title to the land, and further deponent saith not.

CATHERINE TOOHEY.

Subscribed and sworn to before me at Ashland, Custer County, Montana, this 24th day of September, 1898.

JAMES McLAUGHLIN,  
*U. S. Indian Inspector.*

ASHLAND, CUSTER COUNTY, MONT., September 24, 1898.

*Schedule of improvements on 320-acre tract of land occupied and owned by Miss Catherine Toohey, and situated on west side of Tongue River, in Custer County, Mont.*

House, hewed logs, 27 by 37 feet, weatherboarded outside, ceiled inside, shingled roof, with log addition 16 by 16 feet, earth covered, good floors, shutters on windows, 6 rooms, 2 closets and pantry.....	\$860
Cabin, log, 16 by 16 feet, earth covered, no floor .....	40
House over spring of water, 8 by 8 feet, hewed logs, earth covered .....	15
Storehouse, log, 16 by 18 feet, double-board roof, earth covered .....	40
Store building, log, 16 by 24 feet, double-board roof, earth covered .....	200
Ice house, log, 18 by 27 feet, double-board roof, earth covered .....	30
Chicken house, log, 16 by 16 feet, double-board roof, earth covered .....	15
Root house, 16 by 18 feet.....	20
Barn, log, 26 by 100 feet, double-board roof, with hay loft overhead.....	600
Horse corral, hewed logs, circular, 65 feet diameter.....	60
20 acres of land, broken and under cultivation .....	50
4 acres of alfalfa.....	20
960 rods of fence, 3 wires, posts 16 feet apart, with 3 stays between posts .....	210
320 rods of fence, 2 wires, posts 20 feet apart, no stays.....	60
Total.....	2,220

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Catherine Toohey, located on the west side of Tongue River, in Custer County, in the State of Montana, party of the second part.

Witnesseth, that whereas by section ten of the act of Congress approved July 1, 1898 (Public No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements as provided for in said section ten; and

Whereas the said Catherine Toohey, said party of the second part, made settlement on certain lands on the west side of Tongue River, in Custer County, State of Montana, to wit, the NW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and N.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and S.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of sec. 28. and NE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of sec. 29, twp. 3 south, range 44 east of Montana meridian, in Montana, containing 320 acres, and made improvements thereon, and has a valid title to the same:

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, her heirs, executors, or assigns, the sum of sixty-seven hundred and twenty (\$6,720.00) dollars on the surrender by said party of the second part, her heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of forty-five hundred (\$4,500.00) dollars, and which improvements were appraised by said McLaughlin in the sum of twenty-two hundred and twenty (\$2,220.00) dollars.

And the party of the second part hereby agrees for herself, her heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that she will forthwith upon such payment and surrender remove from the above-described lands.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Ashland, Custer County, Montana, on this 24th day of September, 1898. (All erasures and interlineations made before signing.)

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.  
CATHERINE TOOHEY. [SEAL.]

Witnesses as to both:  
J. C. CLIFFORD.  
JOHN BOWMAN.

Personally appeared Aleachia E. Toohey, who, being first duly sworn, deposed and says that she is 34 years of age and resides at Ashland, Custer County, Montana; that she is the owner of 160 acres of land in Custer County, Montana, described as follows, to wit: The SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of section 33 and S.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of section 32, township 3 south, of range 44 east of Montana meridian, in Montana; that she came to Ashland, Custer County, Montana, on July 23rd, 1886, and located upon the above-described tract of land as a homestead claim in the fall of 1886 and has since proved up upon said tract of land as a homestead, and for which she holds final receiver's receipt No. 371, application No. 492, from receiver's office, Miles City, Montana, dated July 13th, 1896; that she has not yet received any patent for the tract above described; and further deponent saith not.

ALEACHIA E. TOOHEY.

Subscribed and sworn to before me, at Ashland, Custer County, Montana, this 24th day of September, 1898.

JAMES McLAUGHLIN, U. S. Indian Inspector.

ASHLAND, CUSTER COUNTY, MONT., September 24, 1898.

*Schedule of improvements on 160-acre tract of land owned by Miss Aleachia E. Toohey, and situated on west side of Tongue River, in Custer County, Mont.*

House, log, 16 by 16 feet, earth covered, no floor .....	\$40.00
50 rods of fence, 2 wires, posts 30 feet apart .....	22.50
1 acre under cultivation .....	2.50
Total .....	65.00

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Aleachia E. Toohey, located on the west side of Tongue River, in Custer County, in the State of Montana, party of the second part.

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public—No. 175), it is provided, among other things, as follows, to wit:

"Sec. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof, and of the improvements thereon; also the

number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, a United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said Aleachia E. Toohey, said party of the second part, made settlement on certain lands on the west side of Tongue River, in Custer County, State of Montana, to wit, the SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of sec. 33, and S.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of sec. 32, twp. 3 south of R. 44 E. of Montana meridian, in Montana, containing 160 acres, and made improvements thereon, and has a valid title to the same.

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, her heirs, executors, or assigns, the sum of two thousand (\$2,000.00) dollars on the surrender by said party of the second part, her heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of nineteen hundred and thirty-five (\$1,935.00) dollars, and which improvements were appraised by said McLaughlin in the sum of sixty-five (\$65.00) dollars.

And the party of the second part hereby agrees for herself, her heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that she will forthwith upon such payment and surrender remove from the above-described land.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof, we the parties hereto, have subscribed our names and affixed our seals at Ashland, Custer County, Montana, on this 24th day of September, 1898. (All erasures and interlineations made before signing.)

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.  
ALEACHIA E. TOOHEY. [SEAL.]

Witnesses as to both:  
J. C. CLIFFORD.  
JOHN BOWMAN.

No. 200.]

RECEIVER'S OFFICE AT MILES CITY, MONTANA, December 3, 1891.

Received from Amanda Hammond, of Custer County, Mont., the sum of two hundred dollars and — cents, being in full for the SW.  $\frac{1}{4}$  of section No. 10 in township No. 3 S., of range No. 44 E., containing 160 acres and — hundredths, at \$1.25 per acre.

\$200.00.

A. T. CAMPBELL, Receiver.

Reducing testimony to writing, 406 words, 90 cents.

(Indorsed across face in red ink:) Duplicate. I, James McRhoades, receiver of the U. S. land office at Miles City, Montana, do certify this to be a true copy of duplicate receiver's cash receipt No. 200. Jas. M. Rhoades, receiver.

TONGUE RIVER AGENCY, MONT., September 28, 1898.

Schedule of improvements on that portion of the SW.  $\frac{1}{4}$  of sec. 10, twp. 3 south, of Range 44 east, of Montana meridian, situated on the west side of Tongue River, in Custer County, Mont., approximating 60 acres, more or less, and owned by Amanda Holt (nee Hammond), of Ashland Custer County, Mont.

Appraised  
value.

House, hewed logs, 14 by 24 feet, with L 14 by 22 feet, and hallway 6 by 14 feet, shingled roof, 4 rooms.....	\$140
Stable, logs, 14 by 24 feet, earth covered.....	40

2 corrals, 20 by 30 feet, and 30 by 40 feet, respectively .....	\$25
240 rods fence, portion 3 wires and portion 4 wires, posts 20 feet apart.....	45
Total .....	250

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Amanda Holt (nee Hammond), located on the west side of Tongue River, in Custer County, in the State of Montana, party of the second part—

Witnesseth, That whereas by section ten of the act of Congress approved July 1, 1898 (Public, No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, an United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said Amanda Holt (nee Hammond), said party of the second part, made settlement on certain lands on the west side of Tongue River, Custer County, State of Montana, to wit: the SW.  $\frac{1}{4}$  of sec. 10, in twp. 3 south, of range 44 east, of Montana meridian, in Montana, containing 160 acres, and made improvements thereon, and has a valid title to the same.

Now, therefore, the party of the first part agrees for and on behalf of the United States that the said United States will pay to the said party of the second part, her heirs, executors, or assigns, the sum of one thousand (\$1,000.00) dollars on the surrender by said party of the second part, her heirs, executors, or assigns, of the said above-described lands lying on the west side of Tongue River, Custer Co., Mont., comprising about, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of seven hundred and fifty (\$750.00) dollars, and which improvements were appraised by said McLaughlin in the sum of two hundred and fifty (\$250.00) dollars, for that portion of above-described lands situated on west side of Tongue Riv., Custer Co., Mont., approximating 60 acres more or less.

And the party of the second part hereby agrees for herself, her heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith, upon such payment and surrender, remove from the above-described lands.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 28th day of September, 1898.

(All erasures and interlineations made before signing.)

JAMES McLAUGHLIN, [SEAL.]

U. S. Indian Inspector.

AMANDA HOLT (nee Hammond), [SEAL.]  
By JAMES C. HOLT (her husband).

Witnesses as to both:

J. C. LUNDEA.

W. A. POSEY.

TONGUE RIVER AGENCY, MONT., September 28, 1898.

*Schedule of improvements on 160-acre tract of land owned and occupied by Arnold E. Neate, situated on west side of Tongue River, in Custer County, Mont.*

House, frame, 1½ stories, shingled roof, 20 by 24 feet, 6 rooms and two hall ways, with porch on front 7 by 30 feet, with log addition 20 by 25 feet, double-board roof, earth covered, 2 rooms.....	\$1,500
House for employees, log, 20 by 20 feet, board roof, earth covered, with porch 7 by 20 feet.....	100
Storehouse, log, 20 by 30 feet, split-pole covering, earth covered, 2 rooms...	125
Workshop and ice house, frame, 18 by 36 feet, double-board roof, earth covered, 2 rooms.....	175
Chicken house, log, 18 by 15 feet, split poles on roof, earth covered.....	60
Barn, frame, 28 by 49 feet, shingle roof, stalled, mangered, and hayracks, with feed and saddle rooms, with loft for 50 tons of hay.....	1,200
Cow stable, log, 14 by 14 feet, split poles on roof, earth covered, with stalls and manger.....	50
Machinery shed, frame, 18 by 30 feet, board roof, sliding doors on front.....	80
Wagon shed, frame, 18 by 30 feet, board roof, open front.....	60
3 horse corrals, each 50 feet diameter, posts 5 feet apart, 2-inch plank siding, 9 feet high, with connecting chutes, 10 swing gates, with the chutes of 2-inch lumber, 9 feet high, 15 by 50 feet, double squeeze gates.....	450
Corral, pole, half-circle, 100 by 120 feet, 8 feet high.....	85
Well, 16 feet deep, rock walled.....	40
Drive well, 30 feet, with steel windmill and tower, with force pump.....	100
1,000 yards 3-board fence around dwellings, with 2 swing gates.....	100
8½ miles of fence, 3 wires, posts averaging 20 feet apart, with stays every 5 feet	640
15 acres of land broken and under cultivation, and 40 acres of land under irrigation ditch.....	35
<b>Total.....</b>	<b>4,800</b>

This agreement between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Arnold E. Neate, located on the west side of Tongue River, in Custer County, in the State of Montana, party of the second part,

Witnesseth, that whereas by section ten of the Act of Congress approved July 1, 1898 (Public, No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation, who have valid titles, for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, an United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said Arnold E. Neate, said party of the second part, made settlement on certain lands on the west side of Tongue River, in Custer County, State of Montana, to wit, the SE. ¼ of SE. ¼ of sec. 9, and E. ½ of NE. ¼, and NE. ¼ of SE. ¼ of sec. 16, twp. 2 south, of range 44 east of Mont. mer., in Montana, containing 160 acres, and made improvements thereon and has a valid title to the same.

Now, therefore, the party of the first part agrees for and on behalf of the United States that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of eight thousand (\$8,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of



thirty-two hundred (\$3,200.00) dollars, and which improvements were appraised by said McLaughlin in the sum of forty-eight hundred (\$4,800.00) dollars.

And the party of the second part hereby agrees for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith upon such payment and surrender, remove from the above-described land.

This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 28th day of September, 1898.

All erasures and interlineations made before signing.

JAMES McLAUGHLIN, [SEAL.]

U. S. Indian Inspector.

ARNOLD E. NEATE. [SEAL.]

Witnesses as to both:

J. C. CLIFFORD.

W. A. POSEY.

*Abstract of title to SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 9, E.  $\frac{1}{2}$  NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 16, T. 2 S., R. 44 E., 160 acres, Custer County, Montana.*

No.	Grantor.	Grantee.	Nature of instrument.	Consideration.		Dated.			Filed.			Record- ed.	
				Dollars.	Cents.	Month.	Day.	Year.	Month.	Day.	Year.	Book.	Page.
1	U. S. of America....	F. M. Bourn...	Patent...	.....	.....	Sept.	13	1891	Jan.	8	1892	F	594
2	F. M. Bourn (un- married).	Mathew Bolles & Co.	Mtg....	300	.....	July.	23	1889	July.	23	1889	F	33
3	F. M. Bourn (un- married).	A. E. Neate...	Deed...	340	.....	July.	12	1890	July.	28	1890	F	318

#### DESCRIPTION AND REMARKS.

[Directions must be strictly followed.]

No. 1.—SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 9, E.  $\frac{1}{2}$  NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 16, T. 2 S., R. 44 E.—160 acres.

No. 2.—SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 9, E.  $\frac{1}{2}$  NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 16, T. 2 S., R. 44 E.—160 acres; satisfied Sept. 19, 1894.

No. 3.—SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 9, E.  $\frac{1}{2}$  NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 16, T. 2 S., R. 44 E.—160 acres.

#### TAXES.

1892—Paid.

1893—Paid.

1894—Paid.

1895—Paid.

1896—Paid.

1897—Sold to county February 25, 1898; redeemed May 5, 1898, by A. E. Neate.

I certify that there are no taxes due and unpaid upon the lands described in the within abstract, and that there are no tax sales of said land unredeemed, and that no tax deeds have been given thereon.

JOHN S. TRUSCOTT,

Treasurer of Custer Co.,

By J. C. REED, Deputy.

#### JUDGMENTS.

I certify that there are no judgments, suits pending, or liens of any kind against any of the within named grantees which are liens on the land described herein in any court of record in Custer County.

Witness my hand and seal this 8th day of October, 1898.

[SEAL.]

A. T. MCAUSLAND,

Clerk District Court, Custer County.

*Abstract of title to SE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 9, E.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  SE.  $\frac{1}{4}$  sec. 16, T. 2 So., range 44 E., 160 acres, in Custer County, Montana.*

I hereby certify that the within abstract of title from No. 1 to No. 3, inclusive, is a full, true, and correct abstract of title to said property as the same appears upon the records of said county on the 8th day of Oct., A. D. 1898, at 4 o'clock p. m.

[SEAL.]

F. M. SCHWARTZ, Co. Clk.,  
By JNO. MCAUSLAND, Deputy.

Copy.

TONGUE RIVER AGENCY, MONT., September 28, 1898.

*Schedule of improvements on 480 acres of land owned and occupied by Samuel O'Connell, situated on west side of Tongue River, in Custer County, Mont.*

House, hewed logs, rock foundation, 18 by 40 feet, double board roof, tar paper between boards, earth covered and shaled, with two ells 14 by 16 feet and 18 by 20 feet, respectively, 7 rooms, with inside of building (walls and ceilings) lined .....	\$620
Ice house and warehouse connected, logs, 16 by 32 feet .....	80
Root house 12 by 16 feet, timber supports .....	40
Barn, log, 40 by 52 feet, lumber roof, earth covered and shaled, with room for 20 horses, with harness room and granary, finished with 2-inch plank, stalls and mangers, also feed boxes .....	350
Warehouse, log, 16 by 32 feet, slab roof, earth covered .....	100
Corral 40 by 50 feet, 7 feet high .....	30
2 wells, 22 feet and 32 feet deep, respectively, rock walled .....	135
Chicken house, log, 10 by 12 feet, slab roof, earth covered .....	15
2 miles of fence, 3 wires, posts 30 feet apart, partly stayed .....	130
Total .....	\$1,500

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Samuel O'Connell, located on the west side of Tongue River, in Custer County, in the State of Montana, party of the second part,

Witnesseth, that whereas by section ten of the act of Congress approved July 1, 1898 (Public—No. 175), it is provided, among other things, as follows, to wit:

"Sec. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, as United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said Samuel O'Connell, said party of the second part, made settlement on certain lands on the west side of Tongue River, in Custer County, State of Montana, to wit: The SW.  $\frac{1}{4}$  and N.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  and W.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  and W.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of sec. 34, twp. 2 south, range 44 east of

Montana meridian, in Montana, containing 480 acres, and made improvements thereon, and has a valid title to the same:

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of five thousand (\$5,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of thirty-five hundred (\$3,500.00) dollars, and which improvements were appraised by said McLaughlin in the sum of fifteen hundred (\$1,500.00) dollars, for all that portion of above-described lands situated on the west side of Tongue River, approximating 360 acres, more or less.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated, and that he will forthwith, upon such payment and surrender, remove from the above-described lands.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Tongue River Agency, Custer County, Montana, on this 28th day of September, 1898.

All erasures and interlineations made before signing.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.

SAM'L O'CONNELL, [SEAL.]

Witnesses as to both:

J. C. CLIFFORD.

W. A. POSEY.

*The N.  $\frac{1}{2}$  of NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  of NE.  $\frac{1}{2}$  of sec. 34, Tp. 2 So., R. 44 E., 160 acres; the NE.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  SE.  $\frac{1}{2}$ , SE.  $\frac{1}{2}$  of sec. 34, Tp. 2 So., R. 44 E.; the S.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , NW.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , SW.  $\frac{1}{2}$  NW.  $\frac{1}{2}$  sec. 34, Tp. 2 So., R. 44 E., County, Montana.*

No.	Grantor.	Grantee.	Nature of instrument.	Consideration.		Dated.			Filed.			Recorded.	
				Dollars.	Cents.	Month.	Day.	Year.	Month.	Day.	Year.	Book.	Page.
1	U. S. of America....	Wm. H. Lackie	Patent...	...	...	Jan..	11	1889	Feb..	20	1889	F	86
2	Wm. H. Lackie.....	John Woodliff	Mortg...	300	...	June	22	1886	June	29	1886	C	326
3	Wm. H. Lackie and Phebe J. (wife).	Douglas T. Thring.	Deed...	900	...	May.	14	1887	June	3	1887	E	472
4	Douglas T. Thring.	Oliver H. Wal- lop.	Deed...	1	...	April	17	1889	Apl..	17	1889	F	112
5	Oliver H. Wallop...	Sam'l. O'Con- nell.	Deed...	1,500	...	July.	31	1893	Oct..	25	1893	G	200
6	Sam'l. O'Connell and Mary (wife).	W. H. Bullard	Mortg..	479	...	Aug.	10	1893	Aug.	29	1893	F	167
7	Sam'l. O'Connell and Mary (wife).	Oliver H. Wal- lop.	Mortg..	1,500	...	Aug.	1	1893	Oct..	25	1893	D	539
8	Sam'l. O'Connell and Mary (wife).	Mary H. Cotler	Mortg..	500	...	Apl..	15	1896	May.	22	1896	E	90

#### DESCRIPTION AND REMARKS.

[Directions must be strictly followed.]

No. 1.—N.  $\frac{1}{2}$  NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  NE.  $\frac{1}{2}$  sec. 34, T. 2 So., R. 44 E.—160 acres.  
 No. 2.—N.  $\frac{1}{2}$  NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  NE.  $\frac{1}{2}$  sec. 34, T. 2 So., R. 44 E. Satisfied May 18, 1887.  
 No. 3.—N.  $\frac{1}{2}$  NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  NE.  $\frac{1}{2}$  sec. 34, T. 2 So., R. 44 E.  
 No. 4.—N.  $\frac{1}{2}$  NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  NE.  $\frac{1}{2}$  sec. 34, T. 2 So., R. 44—160 acres.  
 No. 5.—N.  $\frac{1}{2}$  NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  NE.  $\frac{1}{2}$  and NE.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  SE.  $\frac{1}{2}$  SE.  $\frac{1}{2}$  sec. 34, T. 2 So., R. 44 E.  
 No. 6.—S.  $\frac{1}{2}$  SW.  $\frac{1}{2}$  NW.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , NW.  $\frac{1}{2}$  sec. 34, T. 2 So., R. 44 E. Satisfied May 29, 1897.  
 No. 7.—N.  $\frac{1}{2}$  NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  NE.  $\frac{1}{2}$  and NE.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  SE.  $\frac{1}{2}$  SE.  $\frac{1}{2}$  sec. 34, T. 2 So., R. 44 E., and S.  $\frac{1}{2}$  SW.  $\frac{1}{2}$  NW.  $\frac{1}{2}$  SW.  $\frac{1}{2}$  NW.  $\frac{1}{2}$  sec. 34, T. 2 So., R. 44 E. Satisfied May 22, 1896.  
 No. 8.—N.  $\frac{1}{2}$  NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  NE.  $\frac{1}{2}$  and NE.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  SE.  $\frac{1}{2}$ , SE.  $\frac{1}{2}$  SE.  $\frac{1}{2}$  sec. 34, T. 2 So., R. 44—320 acres.

## TAXES.

1894—S.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , NW.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , SW.  $\frac{1}{2}$  NW.  $\frac{1}{2}$  sec. 34, Tp. 2 S., Rge. 44 E., sold to C. M. Charles Jan. 29, 1895. Redeemed Dec. 14, 1896, by S. O'Connell.

1895—Paid.

1896—Paid.

1897—N.  $\frac{1}{2}$  NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  NE.  $\frac{1}{2}$ , NE.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  SE.  $\frac{1}{2}$ , SE.  $\frac{1}{2}$  SE.  $\frac{1}{2}$  sec. 34, Tp. 2 S., Rge. 44 E., sold to S. F. Cale February 7, 1898, for \$22.85.

I certify that there are no taxes due and unpaid upon the land described in the within abstract, and that there are no tax sales of said land unredeemed, and that no tax deeds have been given thereon except as noted above.

Dated October 15, 1898.

JOHN S. TRUSCOTT,  
*Treasurer of Custer Co.,*  
By J. C. REED, *Deputy.*

## JUDGMENTS.

None.

*Abstract of title to N.  $\frac{1}{2}$  NW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  NE.  $\frac{1}{2}$ , NE.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , W.  $\frac{1}{2}$  SE.  $\frac{1}{2}$ , SE.  $\frac{1}{2}$  SE.  $\frac{1}{2}$ , S.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , NW.  $\frac{1}{2}$  SW.  $\frac{1}{2}$ , SW.  $\frac{1}{2}$  NW.  $\frac{1}{2}$  section 34, T. 2 So., R. 44 E., in Custer County, Montana.*

I hereby certify that the within abstract of title from No. 1 to No. 8, inclusive, is a full, true, and correct abstract of title to said property as the same appears upon the records of said county on the 15th day of Oct., A. D. 1898, at 9 o'clock a. m.

[SEAL.]

F. M. SCHWARTZ,  
*Co. Clk., Abstracter.*  
By JNO. MCAUSLAND, *Deputy.*

Personally appeared Emma H. King, who, being first duly sworn, deposes and says that she is 38 years of age and resides at Rosebud, Custer County, Montana; that she was formerly the lawful wife of William Hume, now deceased, and that in the summer of 1885 she, with her said deceased husband, located upon a tract of land on Tongue River, Custer County, Montana, as their homestead claim; that they subsequently filed upon said land, entering it as a homestead, proved up and obtained patent for same, which land is described by the patent she holds for it as follows, to wit: Homestead certificate No. 223, application 638, to William Hume, for the N.  $\frac{1}{2}$  of NW.  $\frac{1}{4}$  of sec. 27 and the W.  $\frac{1}{2}$  of SW.  $\frac{1}{4}$  of sec. 22, in township 3 south, of range 44 east of Montana meridian, in Montana, containing 160 acres; patent dated October 20th, 1897, and showing as recorded in vol. 2 A, page 161. Deponent further says that her said husband, William Hume, died on January 2nd, 1892; that she was married to him in 1880 and lived with him as his wife up to the time of his death, on January 2nd, 1892; that on November 23rd, 1895, she married Lewis M. King, her present husband, and with whom she is now living; that affiant is the guardian of five minor children of her marriage with the said William Hume, now deceased, and that said five children are residing with her and present husband, Lewis M. King, at Rosebud, Montana; and further deponent saith not.

EMMA H. KING.

Subscribed and sworn to before me at Rosebud, Custer County, Montana, this 13th day of October, 1898.

JAMES McLAUGHLIN,  
*U. S. Indian Inspector.*

This agreement, between James McLaughlin, as United States Indian inspector, for and on behalf of the United States, party of the first part, and Emma H. King, widow of Wm. Hume, dec'd, and now married to Lewis M. King, located on Tongue River, in Custer Co., in the State of Montana, party of the second part,

Witnesseth, that whereas by section ten of the act of Congress approved July 1, 1898, (Public—No. 175), it is provided, among other things, as follows, to wit:

"SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing

upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

"It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof and of the improvements thereon. Also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior."

Whereas the said James McLaughlin, as United States Indian inspector, has been directed by the Secretary of the Interior to make the investigations, negotiations, and agreements, as provided for in said section ten; and

Whereas the said Emma H. King (formerly Hume), said party of the second part, made settlement on certain lands embracing a tract lying on the west side of Tongue Riv., in Custer Co., Mont., to wit: The N.  $\frac{1}{2}$  of NW.  $\frac{1}{4}$  of sec. 27 and W.  $\frac{1}{2}$  of SW.  $\frac{1}{4}$  of sec. 22, twp. 3 south, of range 44 east of Montana meridian, in Montana, containing 160 acres, and made improvements thereon, and has a valid title to the same.

Now, therefore, the party of the first part agrees, for and on behalf of the United States, that the said United States will pay to the said party of the second part, his heirs, executors, or assigns, the sum of one thousand (\$1,000.00) dollars on the surrender by said party of the second part, his heirs, executors, or assigns, of the said above-described lands, together with all improvements of whatever kind or character thereon existing, which lands were appraised by said McLaughlin in the sum of one thousand (\$1,000.00) dollars, and which improvements were appraised by said McLaughlin in the sum of ———.

For all that portion of above-described tract of land situated and lying on the W. side of Tongue Riv., approx'g eighty (80) acres, more or less.

And the party of the second part hereby agrees, for himself, his heirs, executors, and assigns, that said above lands and improvements will be surrendered to the United States for such use as it shall deem proper on the payment of the sum of money above stipulated; and that he will forthwith, upon such payment and surrender, remove from the above-described tract of land lying west of Tongue River.

This agreement is subject to the approval of the Secretary of the Interior, in accordance with the provisions of the said section ten.

In witness whereof we, the parties hereto, have subscribed our names and affixed our seals at Rosebud, Custer County, Montana, on this 13th day of October, 1898.

All erasures and interlineations made before signing.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.  
EMMA H. KING. [SEAL.]  
L. M. KING. [SEAL.]

Witnesses as to all:

J. C. CLIFFORD.  
WILLIAM PORTER.

#### AGREEMENT.

This agreement made and entered into on this seventh day of October, eighteen hundred and ninety-eight, by and between James McLaughlin, U. S. Indian Inspector, on the part of the United States, and certain members of the Northern Cheyenne tribe of Indians, belonging to the Tongue River Agency, in Custer County, Montana, witnesseth:

ARTICLE 1. The Northern Cheyenne Indians belonging to the Tongue River Agency, who are located on the east side of Tongue River, in Custer County, Montana, hereby consent and agree to vacate the lands occupied by them on the east side of Tongue River and remove to the west side of said stream, provided the said Tongue River is made the eastern boundary of the reservation.

ART. 2. In consideration for vacating the lands occupied by certain of the Northern Cheyenne Indians on the east side of Tongue River, in Custer County, Montana, and their removal to the west side of said stream, and to compensate them for the improvements that they have made upon their respective locations, which they will thus vacate and surrender, it is hereby agreed that the United States shall pay to each of said Indians who remove from the east side to the west side of Tongue

River twenty-five (25) dollars in cash, provided that Tongue River is made the eastern boundary of a reservation for the Northern Cheyenne Indians.

ART. 3. This agreement shall not take effect and be in force until ratified by act of the Congress of the United States.

Dated and signed at the Tongue River Agency, Montana, on the seventh day of October, eighteen hundred and ninety-eight.

JAMES McLAUGHLIN, [SEAL.]  
U. S. Indian Inspector.

No.	Age.	Family No.	Names.	Marks.	
1	66	742	White Bull .....	×	Seal.
2	59	734	White Frog .....	×	Seal.
3	52	1311	Badger .....	×	Seal.
4	67	355	Big Head .....	×	Seal.
5	41	796	Two Feathers .....	×	Seal.
6	31	1315	King Fisher .....	×	Seal.
7	48	134	White Horse .....	×	Seal.
8	41	753	Walking Horse .....	×	Seal.
9	50	97	Bob Tail Horse .....	×	Seal.
10	43	1,206	Black Horse .....	×	Seal.
11	58	109	Black Eagle .....	×	Seal.
12	47	637	White Moon .....	×	Seal.
13	21	217	Young Bear .....	×	Seal.
14	37	147	Medicine Top .....	×	Seal.
15	29	311	Box Alder .....	×	Seal.
16	20	46	Hollow Breast .....	×	Seal.
17	34	32	Sponge .....	×	Seal.
18	61	368	Elk Shows His Horns, No. 1 .....	×	Seal.
19	40	208	Elk Shoulders .....	×	Seal.
20	23	257	Hard Ground .....	×	Seal.
21	48	569	Sharp Nose .....	×	Seal.
22	25	660	Swallows .....	×	Seal.
23	21	663	Red Wolf .....	×	Seal.
24	46	234	Young Bird .....	×	Seal.
25	53	761	Long Roach .....	×	Seal.
26	45	844	Walks Night .....	×	Seal.
27	64	243	Wolf Black .....	×	Seal.
28	21	667	Bear Comes Out .....	×	Seal.
29	30	333	Sitting Man .....	×	Seal.
30	23	361	Chubby .....	×	Seal.
31	26	347	Lightning .....	×	Seal.
32	52	251	White Hawk .....	×	Seal.
33	20	246	Fire Wolf .....	×	Seal.
34	45	564	Big Head Man .....	×	Seal.
35	54	297	Wolf Ear .....	×	Seal.
36	28	913	Spotted Hawk .....	×	Seal.
37	26	67	Mrs. Little Whirl Wind .....	×	Seal.
38	32	173	Red Bird, No. 3 .....	×	Seal.
39	39	709	Mrs. Wolf (widow) .....	×	Seal.
40	41	488	Walks Easy .....	×	Seal.
41	32	187	Yellow Eyes .....	×	Seal.
42	41	101	Elk Shows His Horns, No. 2 .....	×	Seal.
43	22	921	Medicine Bird .....	×	Seal.
44	63	628	Little Horse .....	×	Seal.
45	37	16	Looks Behind .....	×	Seal.
46	38	1159	Red Bird, No. 2 .....	×	Seal.

I hereby certify that at the request of Indian Inspector McLaughlin I read the foregoing agreement to the Indians, parties thereto, and that it was explained to them through the agency interpreter.

W. A. POSEY, Agency Clerk.

TONGUE RIVER AGENCY, MONT., October 7, 1898.

I hereby certify that the foregoing agreement was explained by me to the Indians, and that it was fully understood by them before signing, and that I witnessed the signatures of the Indians thereto.

WM. ROWLAND, Agency Interpreter.

TONGUE RIVER AGENCY, MONT., October 7, 1898.

We hereby certify that we witnessed the signatures of Indian Inspector McLaughlin and the Indians to the foregoing agreement.

W. A. POSEY, Agency Clerk.

WM. ROWLAND, Agency Interpreter.

TONGUE RIVER AGENCY, MONT., October 7, 1898.

I certify that the total number of Indians, heads of families, belonging to the Tongue River Agency, Montana, located on the east side of Tongue River, is forty-six (46), and that their names are as signed to the foregoing agreement.

J. C. CLIFFORD, U. S. Indian Agent.

TONGUE RIVER AGENCY, MONT., October 7, 1898.

I certify that I visited the location of the Indians belonging to the Tongue River Agency, Montana, who are located on the east side of Tongue River; that the number of such families is forty-six (46), and are as represented by signatures to the foregoing agreement.

JAMES McLAUGHLIN, U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT., October 7, 1898.

#### EXHIBIT No. 45.

*Proceedings of a council held by James McLaughlin, United States Indian inspector, with the Northern Cheyenne Indians, at Tongue River Agency, Mont., August 17, 1898.*

Council convened at 1 p. m., with Agent Clifford, Agency Clerk Posey, and about 200 Indians present.

William Rowland and James Rowland, interpreters.

Agent CLIFFORD. My friends, I will introduce to you Indian Inspector McLaughlin. He has been sent here by the Secretary of the Interior to investigate matters and conditions existing upon this reservation; he has been a long time with the Indians in the Indian service. He is a good friend of the Indians, and I wish you to give close attention to what he has to say.

Inspector McLAUGHLIN. My friends, this being your ration day and all of you being at the agency for rations, I have called you together that we may become acquainted; also that I might inform you of the nature of my present business here; and I am glad to meet you and to see so many of you present. I have been sent here by the Secretary of the Interior to investigate and report to him regarding the conditions existing upon this reservation, the character of the country that you occupy, its adaptability to agriculture and stock raising, and whether you should be permanently located here or upon some portion of the Crow Reservation near here.

Having been but a few days here, and desiring to give everything connected with this reservation careful study before expressing myself as to what I regard best for you, I am not prepared at this time to say what I may determine upon as best to recommend, but will go all over the Reservation and adjacent country, also visit and examine certain portions of the Crow Reservation before deciding upon my line of work. I will say, however, that it is the desire of the Government to have you permanently settled, so that you may be the better provided with home comforts and advanced in civilization, and in any negotiations that I may have with you, or with the white settlers of the neighborhood, I shall, in conducting this work, endeavor to adjust matters that will protect your interests, provide for your needs, and promote your welfare. By doing so I will also promote the interest of the Government in providing for your protection and maintenance, and as your permanent location somewhere is essential to your peace, happiness, and advancement I hope to be able before leaving here to accomplish that which will bring about your permanent settlement, but it must be such as will meet the approval of my official superiors and ratification by Congress.

I have nothing further to say to you to-day, but will call you together again when I have looked carefully into everything here connected with the work to which I have been assigned, and which I am now engaged upon.

BEAR BIRD, captain of police. My friend, we are glad to see you, and glad to hear what has brought you here, and we hope that you will succeed in getting the whites out of our reservation, and in giving us a permanent home here, as we don't want to go anywhere else.

TWO MOONS, chief. My friend, we are glad to see you and have you with us. You were a long time with our friends, the Sioux, and we have heard of you and that you are a good friend of the Indians. We don't want you to try and get land for us any place away from here. This is our country, and we want to remain here, and have our children continue to live here after we old men are gone. General Miles promised us that we would never be sent away from here, and I hope that you will now make us strong on this reservation.

AMERICAN HORSE, chief. My friend, we know you by reputation, and we look for justice from you. We do not want to leave here; we want this country; it was promised us, and we want to remain in it, and we want the whites taken out of our reservation, as they bring much trouble upon us. Now, we expect help from you.



ROUND STONE, chief. My friend, we want to remain here. Don't try to get any land from the Crows for us. We don't want to live among the Crows. Besides, their country is not as good as this of ours.

MEDICINE BEAR, chief. My friend, don't bother yourself about the Crow country. We don't want to go there. Get the whites out of our reservation, and leave us here that we may live and die in a country in which we were born and grew up.

LITTLE OLD MAN, soldier chief. My friend, we want to remain on this land. We don't want to leave here, and can not live among the Crows.

RED BIRD, soldier chief. My friend, I have heard of you, and am glad that you have come here to look into our matters. We want to remain here and can not consent to leave this country, so I pray you to have pity upon us and help us to remain.

HAIRY HAND, soldier chief. My friend, we are all of the same mind about not wanting to leave this reservation. The Rosebud and Tongue River country was promised to us; so don't work to get us out of it, but aid us in being well settled here. It would be well if some of our chiefs could make a trip to Washington to see the Great Father about this matter, and we would like you to help us in bringing it about.

WHITE ELK, soldier chief. My friend, we all are of one mind and want to remain upon this land. We first made peace with the whites on Tongue River, and we want to make our permanent home here. Don't ask or try to locate us anywhere else.

INSPECTOR MCLAUGHLIN. My friends, as I have already told you, I am not yet prepared to say what I may feel justified in recommending to my official superiors, and until I see more of the country and ascertain all facts bearing upon the matter, and determine upon what I believe will be best for you and in the interest of the Government, I will not make any promises, nor pledge myself to anything; but will assure you that I will recommend what I think is best for you. I will call you together again before I leave your agency, and will advise you of what I accomplish and of what I conclude to recommend. This council is now adjourned, subject to call at some future time, of which I will give you due notice.

Pursuant to adjournment of the council held August 17, 1898, a second council was called October 6, 1898, which council convened at 1 p. m., with Indian Agent Clifford, Clerk Posey, George Bird Grinnell, and about 125 Indians in attendance. William Rowland, James Rowland, and Ernie Black, interpreters.

Inspector MCLAUGHLIN. My friends, I have called you together to-day for the purpose of informing you of what I have been endeavoring to accomplish in the interest of the Government and for your welfare during the past eight weeks that I have been upon this reservation.

In a council that I held with you shortly after my arrival here I explained the object of my visit to your agency and what I desired to accomplish, and finding you so attached to this locality, and opposed to going to any portion of the Crow Reservation, or of being placed anywhere else than where you are now, also, after looking over sufficient of the Crow Reservation to become satisfied that the only portion of that reservation that the Crows were likely to consent to ceding would not be suitable for you, I concluded that this was the proper place for you, and directed my work along lines that would most likely meet the approval of my superiors and conduce to your greater happiness and welfare, and I am gratified at the success attained thus far.

I have succeeded in negotiating with the white settlers so that they are all satisfied, even beyond my expectations, and although I was obliged to accept prices which in the aggregate represent a considerable amount for the several tracts of land negotiated for, which are owned and occupied by some of the white settlers, I at the same time, in no instance, regard the prices agreed upon as excessive.

I have entered into agreements with all the white settlers except two who occupy lands within the limits of the reservation as originally set apart by Executive order for the Northern Cheyennes, and I am quite confident that I will procure agreements from the remaining two settlers within the next few days.

I have also entered into agreements with all white settlers except two who own lands on the west side of Tongue River from the southern 40-mile limit of the Northern Pacific Railroad Company's grant, which is about 3 miles north of the mouth of Stebbins Creek, to Cook Creek. One of the excepted tracts is the Mission 160-acre tract, which the owners do not wish to sell, as they desire to conduct educational and missionary work there among you people, and the other is Mr. Joseph Scott's, farther up the river. I have not yet met Mr. Scott, he being absent from his ranch, but hope to meet him at his headquarters in Miles City, which town I am obliged to visit before closing my work here.

I want you all to clearly understand, however, that no recommendation of mine is to be regarded as settling the matter, and should the work that I have done here

not receive the approval of the Secretary of the Interior and be ratified by Congress it will be of no effect, but leave matters just as they were when I arrived here.

The boundary lines that I intend to recommend contemplate that those of you who are located on the east side of Tongue River must remove to the west side of that stream, and you will be privileged to locate upon any unoccupied tract within the boundary lines determined upon as your reservation, provided the same is approved by the Secretary of the Interior and ratified by Congress.

The recommendation that I will submit embraces the lands bounded on the north by the southern 40-mile limits of the grant to the Northern Pacific Railroad Company; on the west by the Crow reservation; on the south by the line dividing townships 5 and 6 south, and on the east by Tongue River from the mouth of Cook Creek down the middle of the channel of Tongue River to the southern 40-mile limit of the Northern Pacific Railroad Company's grant, with the exceptions of Mr. Colbert's 80-acre tract, situated in the extreme northeast corner; the Mission 160-acre tract, opposite the mouth of Otter Creek; and possibly Mr. Scott's claim, farther up the river; which tracts, being small, can easily be fenced off, and will thus not materially affect the reservation.

I will recommend that the northern and southern boundary lines be fenced with a five-wire fence. The western boundary, which is the eastern boundary of the Crow Reservation, being already fenced, which will leave only the proposed eastern boundary (Tongue River) unfenced, and that stream being a natural boundary, which every person would know, I do not deem it necessary to fence along that stream at present, but should it become necessary to have the boundary also inclosed it can readily be fenced some time in the future.

The conditions that have existed upon this reservation since the agency was established have been very annoying to the Department and not conducive to your welfare nor to the welfare of white settlers, and in order to bring about a satisfactory adjustment of matters here that would be for the best interest of all concerned legislation was enacted at the last session of Congress authorizing the Secretary of the Interior to ascertain and report upon the conditions existing here, and to make such recommendations to Congress as the facts would warrant; and the work that I have been engaged upon since coming here is to meet the requirements of that legislation, and I am in hopes that an adjustment of the undesirable conditions that have existed for so many years will now be brought about.

In my work here I have aimed to provide for the needs of you Northern Cheyennes, so that you may become contented, happy, and prosperous; and while conducting my work with that in view, I did not lose sight of the fact that certain of the white settlers within the reservation limits had rights that could not be ignored, and I have recognized such rights by appraising their lands and improvements at what I consider a fair valuation.

It is my desire to have the Department and Congress understand the conditions existing here, and after my careful investigation of the interests involved I feel prepared to report the matter clearly, and shall endeavor to place the whole subject before them in such a manner as to meet with approval; but, as I said before, nothing that I have said to you regarding the boundary lines of the proposed reservation is binding or will be of any effect until approved by the Department and ratified by Congress. Existing conditions will continue for the present, and until the required approval of the Secretary and legislation by Congress is obtained, during which time I trust that you will be patient and strong-minded, and that your conduct will be such as will give strength to the friends who advocate your cause; and as the Government is doing so much for you in endeavoring to advance your civilization, you should cooperate and aid in bringing about a settlement of this matter; and, therefore, those of you who reside on the east side of Tongue River must cheerfully remove to the west side, and for which removal I intend to recommend that each of you now located on the east side of Tongue River who will thus remove to the west side shall be paid the sum of \$25 to compensate you for the improvements that you have made upon your locations; but this proposition is also subject to the approval of my superiors, and ratification by Congress.

I am now ready to listen to anything any of you may have to say.

**LITTLE CHIEF.** My friend, when General Miles was here he put us on this land; they could not move us, as they could find no place to move us to. When General Miles was here we fought with him against our own friends, the Sioux, on this land, and killed the Sioux chief Lame Deer in battle. Since settlers have been here there has been trouble all the time. I hope you will report this direct to headquarters. After settlers get out we will live better and there will be no more trouble. We were told there would not be bloodshed at any agency, but there was here, which was caused by the whites being among us. After we are properly located and provided for we hope there always will be peace. I do not think it a good idea to fence the reservation; mounds would be better, and our young men can build the mounds. The reservation should be larger than you propose, as our young men will soon marry

and will have children and will fill up the reservation. I do not want whites to cut any more timber on the reservation. We would like to have irrigation ditches, so that we can raise oats for our horses. We want to be able to have a thunder dance, because a woman who is afraid of lightning asks for it, so that it will prevent her from dying or being killed. We asked the agent to permit it, but he refused. We want the captain, the lieutenant, and all the privates of the police force discharged and older men put in their places. We want all the Northern Cheyennes now at Pine Ridge Agency brought here if this is made a permanent reservation.

**AMERICAN HORSE.** My friend, we want the eastern line of the reservation extended to the divide beyond Tongue River, as what you propose is not large enough for us. I am glad the whites are to be moved. We want an increase of rations. If our people are to be civilized, we must be helped. Annuity goods are so late in coming that our people are half frozen before they get them, and we wish you to so report for us. We should have more mowing machines. We should have ducking issued to us to make tents to live in. Some of us chiefs and soldiers want to make a trip to Washington. The main thing needed on this reservation is a big boarding school. We need lumber to fix up our houses. We want more plows. We want our people to do like white people.

**ROUND STONE.** My friend, we Northern Cheyennes have just been stopping here. We want to be located permanently, so that we may prosper. We need all kinds of farming implements; also a sawmill. Our rations should be increased until we get a start so that we can provide for ourselves.

**GEORGE STANDING ELK.** My friend, we want the reservation extended to the divide east of Tongue River. We do not need the boundaries fenced; mounds are sufficient. We can irrigate from Rosebud and Tongue rivers. A large boarding school is badly needed on this reservation. We want a subagency on Tongue River. You have visited all of our houses and have seen that we are very poor, and that we need rations increased until we are better provided to help ourselves than we are at present.

**BOBTAIL HORSE.** My friend, Tongue River was where we first made peace with the whites. We fought all Indian tribes in this country who were at war with the Government when we were soldiers of the Government, and we would wish a larger reservation than you propose; but just do what you think is right and what you were sent out here to do. We need an increase of rations until we get a start, as we are now very poor. It will be like commencing new, as we have not had a home for many years—just stopping here and hoping for this country as our permanent home. I will not listen to anything bad, but will wait and do as I am told. We want a large school. Whites have sneaked in on this reservation and remained, but we hope that your work here will end that. All Cheyennes should draw annuity money, as a portion of them who came here from Pine Ridge Agency do, as we are all one people, but were separated for a time. I have nothing to tell only what is good. I do not want a fence around the reservation, as we could not go outside of it to visit our friends or have our Indian friends of other reservations visit us.

**Inspector McLAUGHLIN.** My friends, I have been eight weeks among you, and have looked over this section of the country very thoroughly; also, met all the white settlers of this locality; and after careful study of the situation and resources of this reservation, and what is best for you to meet your needs, I am fully satisfied that this locality is best adapted for your permanent home, and, as I have already told you, I intend to so recommend; but you must be satisfied with a tract of country sufficient for your needs. I regard the tract bounded by the southern 40-mile limit of the Northern Pacific Railroad Company's grant on the north, the Crow Reservation on the west, the line dividing townships 5 and 6 on the south, and Tongue River on the east as ample. It gives you a reservation averaging about 22½ miles wide from north to south, about 24 miles in length on the southern boundary, and about 35 miles in length along the northern boundary, and approximating about 460,000 acres.

There are 1,349 of you Northern Cheyennes now belonging to this agency, and even should the few of your people now residing at Pine Ridge Agency be transferred here, as you desire, the tract that I have described to you and intend to recommend as a reservation for you will be about 320 acres for each person—that is, for each man, woman, and child. It is true that this is not an agricultural country and is only adapted to stock raising, but after allowing for the barren clay buttes, and giving you the valleys along the water courses for gardens and meadows, and calculating upon 20 acres of the remainder to subsist a cow or a steer, it gives ample range for 20,000 animals.

I wish to say further that I make it a rule to tell Indians truths, as it is better that they should know the truth even if the words are not so pleasing to the ears as others might be which would only bring disappointment; and as some of you have said that you know of me from your friends the Sioux, you have therefore doubtless heard from them that I never tell Indians anything misleading, and only what I regard as best for them to know; in consequence of which I am never ashamed to meet Indians who know me, and they always appear glad to see me. I say this to you here, and

advise you to cheerfully accept the tract of land described, bounded on the east by Tongue River, as it will be utterly useless for me to recommend that your eastern boundary be fixed on the divide east of Tongue River, which would place it about midway between Tongue and Powder rivers. No, my friends, I regard what I propose as a reservation for you to be ample for all your needs. I can not entertain any proposition to have the eastern boundary extend east of the middle of the channel of Tongue River, and even this may not meet the approval of my superiors and ratification of Congress.

The white settlers from whom you say you have suffered so much have met the wishes of the Government in this matter very commendably, and I should be very sorry if you did not meet the question in the same friendly spirit, and do your part by cheerfully accepting the boundaries that I have proposed, and which requires all of you living on the east side of Tongue River to vacate your locations and come over to the west side of that stream to live. There are forty-six of you who reside on the east side of Tongue River, and I will enter into a written agreement promising that each of you forty-six persons who will be obliged to remove to the west side shall be paid \$25 apiece to compensate you for your cabins and improvements, provided my recommendations meet with approval, and the reservation proposed is established; otherwise matters will remain as they are. You will receive due notice of the results of my work here, and will have ample time to move across Tongue River should the reservation be established. When the white settlers in the reservation would commence moving out you would be required to move in upon the tract set apart as your home.

As to fencing of the boundary lines, I consider that of the utmost importance. Even among whites good fences promote a friendly feeling between neighbors, and by having the outboundaries of your reservation fenced it would keep your own stock from straying away and getting lost or trespassing upon your white neighbors, and would also keep the stock of the neighboring whites from trespassing upon your reservation and eating up the grass of your ranges or depredating upon your cultivated fields. It is not intended that such a fence is to surround you to have you kept inside of it as prisoners, outside of which you could not pass, nor your Indian friends come to visit you. There would be gates in the fence on all main traveled roads through which travel would be permitted just the same as on the main roads which pass through the eastern boundary fence of the Crow Reservation, over which roads you all frequently travel.

Regarding your police force of twenty young men and Little Chief's objection to them, he asking that older men be appointed in their stead, I must say to you that having been on this reservation and among you people for the past eight weeks I have seen a great deal of the police and have been highly pleased with them. They are a body of young men of whom you older men should be proud. They are faithful to duty, are of your own people, and I want you to regard them as your friends and kinsmen, also as guardians of the peace and soldiers of the Government.

I now want you to consider well what I have said to you. I am your friend and desire to protect your every interest, and therefore wish you to counsel among yourselves to night regarding the proposed boundaries of reservation that I have outlined to you, and to show your readiness to meet the wishes of the Government I want each of the forty-six persons who are located east of Tongue River to come to the agency office to-morrow before leaving for your homes and sign an agreement that I will prepare that each of you do consent and agree to remove to the west side of Tongue River, provided the proposed reservation is established.

Regarding a delegation of your chiefs visiting Washington, I have to say that nothing could be accomplished by such a visit at this time. The Government is desirous of securing an adjustment of the difficulties that exist here and of bringing about a satisfactory settlement of the matter, and you can rely upon the Department officials in protecting your interests.

I will say, in conclusion, that I expect to leave your reservation during the coming week, and I will carry with me pleasant recollections of my visit to the Tongue River Agency, and the favorable impressions that the Northern Cheyenne Indians have made upon me.

This council is now adjourned sine die.

I certify that the foregoing is a transcript of the proceedings of two councils held by me with the Indians of Tongue River Agency, Mont., with reference to an adjustment of the difficulties upon the Northern Cheyenne Indian Reservation, in Custer County, Mont. The minutes having been taken in longhand, every word spoken in said councils is not given, but the transcript contains substantially everything of importance that was said bearing upon the questions involved.

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

TONGUE RIVER AGENCY, MONT.,  
October 6, 1893.

In connection with the minutes of councils hereunto attached, and referring to the forty-six Northern Cheyenne Indians who are located on the east side of Tongue River, in Custer County, Mont., I desire to state that the said forty-six Indians, heads of families, came to the Tongue River Agency office as invited, and entered into a written agreement with me to remove to the west side of Tongue River for the consideration promised, provided the proposed reservation is established.

JAMES McLAUGHLIN,  
*U. S. Indian Inspector.*

TONGUE RIVER AGENCY, MONT.,  
*October 7, 1898.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, January 14, 1899.*

SIR: The Indian appropriation act, approved July 1, 1898 (30 Stat., 596-7), contains the following section:

SEC. 10. That the Secretary of the Interior be, and he is hereby, directed to send an inspector of his Department to the reservation of the Northern Cheyenne Indians, in the State of Montana, and said agent shall be instructed to make a full and complete report to the Secretary of the Interior upon the conditions existing upon said reservation, said report to be available for use on or before the fifteenth day of November, eighteen hundred and ninety-eight.

It shall be the duty of the said inspector to ascertain if it is feasible to secure the removal of said Northern Cheyenne Indians from the present reservation to some portion of the Crow Indian Reservation, in the State of Montana. He shall also ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location, and the value thereof, and of the improvements thereon; also the number and names of white settlers who are alleged to be illegally settled upon the reservation, the circumstances attending their settlement thereon, and their location. He shall also enter into negotiations with the white settlers upon said reservation who have valid titles for the sale of their lands and improvements to the Government; and he is hereby authorized and empowered to make written agreements with such settlers, which agreements shall not be binding until ratified and approved by the Secretary of the Interior. He shall also make recommendations as to the settlement of the claims of such white settlers as have gone upon said reservation under circumstances which give them an equitable right thereon.

He shall investigate the subject of fencing in the said reservation and shall indicate the lines such fence should follow and the estimated cost of same, and shall report upon the number of cattle and sheep which may safely be pastured within the limits recommended to be fenced. He shall further report upon and make recommendations with reference to any and all matters which in his judgment have any bearing upon the question of securing an equitable adjustment of the difficulties now existing upon said reservation, and with especial reference to bringing about a satisfactory settlement with the white settlers, both as to the sale of their lands to the Government and the adjustment of the reservation limits.

Under date of July 29, 1898, this office prepared instructions for the guidance of the inspector assigned to make investigations and report as provided in said section 10. These instructions were approved by the Department August 3, 1898, and United States Indian Inspector James McLaughlin was detailed for this work and directed to proceed to the Northern Cheyenne Indian Reservation for the purpose of making investigation and reporting the facts and information called for and otherwise carrying out the provisions of section 10 (supra).

Accordingly, he was advised that on November 26, 1884, the present Northern Cheyenne Reservation was set apart by Executive order for the use and occupation of the Northern Cheyenne Indians residing in the southern portion of the then Territory of Montana, and for such other Indians as the Secretary of the Interior might see fit to locate thereon, with the provision, however, that any tract or tracts of land included within its boundaries, as described in said Executive order (copy herewith), which had been located, resided upon, and improved by bona fide settlers, prior to the 1st day of October, 1884, to the

amount of which such settlers might be entitled under the laws regulating the disposition of public lands of the United States, or to which valid rights had attached under said laws, should be excluded from the reservation thereby made. He was also advised that there were on the reservation 1,330 Indians, 90 of whom dressed wholly in citizens' clothes; that the remainder dressed in part only in such clothes; that 65 of these Indians could read; that 40 used enough English for ordinary conversation; that 265 of them occupied dwelling houses; that last year there were 35 births and 45 deaths among them; that the reservation set apart by the Executive order above mentioned contained 580 square miles; that later a tract of land lying along the Tongue River, east of the reservation, was withdrawn from settlement by order of the Secretary of the Interior for their use.

He was referred to and furnished with a copy of Senate Ex. Doc. No. 58, Fifty-second Congress, first session, which contains on pages 178 to 186, inclusive, a letter addressed by this office on February 6, 1892, to the Secretary of the Interior, giving a full, complete, and detailed history of the lands withdrawn from settlement along Tongue River, and, in fact, of the whole reservation.

He was further advised that, according to information in the possession of this office, the reservation was almost entirely worthless for agricultural purposes; that a few points, limited in area, could be irrigated from small streams which flow through the reservation; that it was known, however, that these favorable locations were occupied by whites, some of whom at least settled in that country before the land was set apart for the use of the Indians; that it was the opinion of most of the Indian agents who had been located at the Tongue River Agency that the only means by which these Indians could become self-supporting was by stock raising, to which the reservation seemed particularly adapted.

The inspector was informed that there had been heretofore much friction between the Indians and the whites occupying portions of the reservation; that the problem had been for a long time and was still a complex one; that many efforts and suggestions had been made to solve it; that it was trusted that his investigations, labors, and reports would be so thorough, accurate, and complete as to enable the Department and Congress to finally settle this question in a manner satisfactory to both the Indians and the whites.

For his further information and use he was furnished with a map of the State of Montana prepared by the General Land Office showing the boundaries of the said reservation, and showing also the lands along Tongue River withdrawn from entry, and advised that much of this land had been disposed of to whites by the local land officers of the district in which the land is situated.

He was directed—

1. To ascertain whether it is feasible to secure the removal of the Northern Cheyenne Indians to some portion of the Crow Reservation, in the State of Montana.

In order to determine this question, he was instructed to take all the conditions existing upon the reservation into consideration; that it should be ascertained whether the Northern Cheyennes were willing to go to the Crow Reservation; whether the Crows were willing or unwilling to receive them, and on what part of the Crow Reservation the Northern Cheyennes should or could be located, and upon what terms; that the quantity of land needed on the Crow Reservation for the Northern Cheyennes in case of their removal should be ascertained;

that the net value, character, and extent of the improvements of the Northern Cheyennes upon their reservation should be determined; that all these and such other questions as might arise should be carefully considered and passed upon in determining the question of the advisability of removal of these Indians to the Crow Reservation; that if the Northern Cheyennes were positively opposed to removal, then it would seem unnecessary to inquire as to the willingness of the Crows, etc. In this connection the inspector was informed by this office that, although the Crows and Northern Cheyennes are neighbors, there was not the most cordial feeling between them, as understood by this office; that this fact should be given consideration in connection with the proposed removal as recommended. The opinion was expressed by this office that it would be better to let the Northern Cheyenne Indians remain upon their own reservation, unless their peace and happiness, self-support, and prosperity could be secured by their removal.

2. The inspector was instructed to ascertain and report in detail the number and names of the white settlers legally upon the Northern Cheyenne Reservation, the number of acres of land owned by them, its location and the value thereof, and the improvements thereon; that all white settlers who had located, resided upon, and improved lands within the boundaries of the present reservation in good faith prior to October 1, 1884, were regarded as having rights; that those who so located and improved surveyed lands were regarded by this office as having, under the public-land laws, vested, legal, valid rights; that those who so located and improved unsurveyed lands were regarded as having equitable rights only; that a settler could not acquire a right to a greater quantity of land than that allowed by the public-land laws; that a settler located upon the reservation in the manner indicated prior to October 1, 1884, could not dispose of his right subsequently to another settler in such manner as to vest the same in the latter; in other words, if a party purchased improvements on the reservation from a white settler subsequent to October 1, 1884, the date fixed by the Executive order of November 26, 1884, he could acquire no rights to the lands covered thereby, his right being limited simply to the improvements so purchased.

3. The inspector was also instructed to ascertain the number and names of white settlers who were alleged to be illegally upon said reservation, and the circumstances attending their settlement thereon and their location; that any settler who went upon the reservation subsequent to October 1, 1884, the date fixed by the Executive order creating the same, was regarded as an illegal settler and one without any rights whatever upon the reservation, for the reason that the said Executive order being a public document was notice to them and to the public in general that the lands had been withdrawn from entry for Indian purposes, and having been so appropriated they could not acquire any right by settlement thereon.

4. He was directed to enter into negotiations with the white settlers upon the said reservation who had valid title for the sale of their lands and improvements to the Government; that the law authorized and empowered him to make written agreements with such settlers; that in order that he might make proper negotiations with these parties it would of course be necessary for him to examine each tract of land, estimate its value and the value of improvements thereon; that he should advise each party that the agreement so entered into should not be binding upon the Government until ratified and approved by the Secretary of the Interior.



5. He was instructed to make recommendations as to the settlement of the claims of such white settlers as had gone upon the reservation under circumstances which gave them an equitable right thereon; that, as above indicated, parties who located, resided upon, and improved unsurveyed lands prior to October 1, 1884, were recognized as having equitable rights, and such parties only.

6. He was instructed to investigate the subject of fencing in the said reservation and to indicate the lines such fence should follow, give the estimated cost of the same, and report upon the number of cattle and sheep which might safely be pastured within the limits recommended to be fenced.

7. The attention of the inspector was called to the fact that said section 10 directed him to further report upon and make recommendation with reference to any and all matters which in his judgment had any bearing upon the question of securing an equitable adjustment of the difficulties existing upon the said reservation, and with special reference to bringing about a satisfactory settlement with the white settlers, both as to the sale of their lands to the Government and the adjustment of the reservation limits. It was pointed out that this provision of the law is broad and comprehensive, directing him to make report and submit recommendation with reference to any and all matters necessary to secure an equitable adjustment of the difficulties upon the reservation; also that it involved a recommendation for the extension of the boundary lines of the reservation, if such in his judgment was thought to be proper, and the question of surrendering the lands heretofore withdrawn along Tongue River for the use and benefit of the Indians and removing them to the Northern Cheyenne Reservation. This matter he was directed to look into carefully and specially report upon.

In concluding the instructions the inspector was advised that his report should be made to you through this office, and requested that should any question arise in conducting the investigation and making the negotiations authorized by the said act to report that fact promptly to this office, when the matter would be given consideration and further instructions issued for his guidance.

Under date of August 30, 1898, the inspector addressed a letter to this office, and referred to paragraph 6 of the instructions dated July 29, 1898 (*supra*) relative to the adjustment of matters on the Northern Cheyenne Reservation. He quoted the said paragraph, and stated that he understood from it that only white settlers who had located upon and improved surveyed lands within the boundaries of the present reservation in good faith prior to October 1, 1884, were to be regarded as having, under the public-land laws, vested, legal, valid rights; that those who so located and improved unsurveyed lands equitable rights only.

He stated in his said letter that inasmuch as none of the lands within the boundaries of the said reservation were surveyed prior to October 1, 1884, white settlers who were located upon claims within its boundaries on or prior to that date were squatters upon unsurveyed lands; that all of those, however, who remained and continued to occupy their claims until after the surveys were extended, subsequently filed upon their respective holdings, were allowed to prove up their claims in due time, and had since obtained patents for the respective tracts from the General Land Office which they had originally squatted upon.

The inspector referred in his said letter to the quantity of land allowed settlers under the public-land laws, and said that the same

rule had not governed in all cases; that some of the settlers made applications for filings upon desert lands in addition to their homestead or preemption filings and were refused; that the filings of some others were accepted and their money taken by the local land officers and the filings subsequently canceled, while the entries of others were accepted; also proof accepted and patents issued. He referred to an instance where a man had patents for desert and preemption land and was about to prove up on a homestead, all of which land is on Rosebud Creek, within the boundaries of the tract set apart for the Northern Cheyenne Indians by the Executive order of November 26, 1884, namely, desert lands, certificate No. 22, James J. Thompson, 360 acres; also preemption claim, certificate No. 259, by said Thompson, covering 160 acres of land.

Under date of September 15, 1898, the inspector was advised that it was thought that he was authorized under his existing instructions to enter into negotiations with such settlers as had obtained patents for lands settled upon and others who had obtained final receipts from the local land officers. He was instructed to give a full and a complete history in his report of each claim; that is, when the claimant settled upon the land involved, whether the same was surveyed or unsurveyed at the time of settlement, whether it was surveyed or unsurveyed on October 1, 1884, when he made final proof and obtained final certificate, and when patent was issued.

He was instructed that the quantity allowed by the public-land laws to any one settler at the date the said Executive order was issued should be recognized, whether the claim was for homestead, preemption, or desert lands, or all combined, aggregating, as it appears in the case of Mr. James J. Thompson, 680 acres.

He was advised that his original instructions indicated that a settler could not acquire a right to a greater quantity of land than that allowed by the public-land laws only, and the homestead law was mentioned, which allowed for homestead purposes 160 acres. He was informed, as above indicated, that the history and status of the lands settled upon by whites should be reported and negotiations entered into with the respective claimants, so that the whole matter might receive consideration by the Department when his final report shall have been submitted to you through this office.

Under date of November 14, 1898, Inspector McLaughlin submitted his report to the Department through this office under the instructions as above indicated. He states that he arrived at Tongue River Agency, Mont., August 13, 1898, and immediately commenced the work which had been assigned to him; that on the 17th of that month he called the Indians together in council and explained to them the object of his visit to the agency; that he told them that he hoped to find a suitable tract of land as a permanent home for them, or secure a satisfactory adjustment of matters upon the reservation occupied by them; that to do so it would be necessary for him to acquaint himself with their condition, the resources of the country, and make a visit to the Crow Reservation with a view to determining whether they could be located upon any portion of the same. He also states that the Indians were exceedingly pleased to learn that the unsatisfactory state of affairs existing upon their reservation was to be adjusted; that they objected strenuously to being located upon any portion of the Crow Reservation, and earnestly entreated to be allowed to remain in the country which they have so long occupied, and which, they claim, has been repeatedly promised them by officials of the Government. In this connection the

inspector refers to the minutes of the councils had with the Indians. These minutes are herewith transmitted, and the attention of the Department is respectfully invited to the same.

Further reporting, the inspector states that he made a tour of the reservation, visited the homes of every white man and Indian settler between the Crow Reservation line on the west and Tongue River on the east, examined the character of the country and the value of improvements, after which he made two trips to the Crow Agency, on which he passed over a considerable portion of the eastern part of the Crow Reservation, and consulted with Indian Agent Becker, of the Crow Agency, regarding the matter of removal of the Northern Cheyennes to the reservation last named; that he learned from Agent Becker that it would be useless to attempt to get the consent of the Crow Indians to dispose of any portion of their reservation upon which the Northern Cheyennes could be located; also from conversation with certain individual Crow Indians, that they did not wish to have the Northern Cheyennes located upon the reservation; that Agent Becker further advised him that the Crow Indians could not be induced to dispose of any portion of their reservation lying west of the Little Big Horn River or south of the line of the Burlington and Missouri River Railroad; that the country east of said river and north of said line of railroad is arid; that there is a scarcity of water therein, except along the Big Horn and Missouri rivers; that the tract contains very little timber and would not be suitable as a reservation for the Northern Cheyenne Indians even if the consent of the Crows could be obtained for their removal thereto; that on account of these facts and the further fact that the most cordial feeling does not exist between these Indians, although they are neighbors, and owing to the opposition expressed by the Northern Cheyennes to removing to any portion of the Crow Reservation and leaving their present locations, he abandoned the proposition of locating them upon the Crow land.

As strengthening the claim of the Northern Cheyenne Indians to remain upon their own reservation, and showing their opposition to removing to the Crow Reservation, the inspector quotes a letter dated June 1, 1889, from Nelson A. Miles, brigadier-general, United States Army, with the contents of which the Indians are familiar, and which was addressed to R. L. Upshaw, then United States Indian agent of the Tongue River Agency. The letter is as follows:

Referring to your letter of May 15 in regard to the proposed removal of the Indians, I would say that, in my judgment, there is no good reason or justice in doing so.

Those Indians surrendered in good faith in the winter of 1877. The principal ones, Two Moons, White Bull, Horse Roads, Iron Shield, Brave Wolf, and others, were the first to come in and surrender and open the way for the surrender of the entire Sioux camp of Sitting Bull and Crazy Horse. White Bull and Brave Wolf, with seven others, remained as hostages, giving their persons as a guaranty for the good faith of the rest. I gave them their choice to surrender there or at the agencies. Over 500 surrendered on the Yellowstone and over 3,000 at the agencies. Sitting Bull and his band fled to Canada, and Lame Deer's band took refuge in the broken country of the Rosebud, declaring that no white man could get near their camp, and defying the Government.

After the surrender had been completed, I organized an expedition against Lame Deer's band of 60 lodges and called upon those that had surrendered to furnish a few warriors as guides. White Bull, Two Moons, and Hump rendered most valuable service on that expedition. The command surprised Lame Deer's camp, killing him and several of the principal warriors, capturing his entire camp and some 450 head of horses, mules, and ponies, and followed them until they were finally driven into the agency. This ended Indian hostilities in that territory.

Within a year I made an expedition against the Nez Percés under Chief Joseph, in which 30 of those warriors took a prominent part and rendered valuable assistance. The expedition surprised Chief Joseph's camp, captured over 800 head of stock,

killed and wounded over 60 Indians, and captured the entire band of about 400 souls.

During the last twelve years they have been entirely peaceable. Several of their people have been killed while employed by the Government. They have been a good part of the time self-sustaining. The Government has allowed them a little corner of territory upon which to live, and justice, humanity, and every other commendable reason demand that they should be allowed to live there. There is no reason why Indians can not be well treated and allowed to live in peace in the vicinity in which they were born.

The congregating of great masses of Indians, as has been done in the Indian Territory and on the Great Sioux Reservation, is not only a blot upon our civilization but also a black mark upon the map of the United States, and I trust that the Government will extend to those people the protecting hand which a peaceably disposed people are entitled to.

They were told that if they remained at peace and did what they were directed to do the Government would treat them fairly and justly. They have fulfilled their part of the compact, and it would be but justice for the Government to allow them to remain where it has placed them during the past years. What is more Indians who surrender their tribal relations are, under the law of Congress, entitled to take up land for homes on the public domain, and in this instance they have an undoubted right, legally and morally, to remain where they are now located.

The inspector refers also to another letter dated October 20, 1892, from Hon. R. J. Morgan, then Commissioner of Indian Affairs, to Indian Agent Tully, of the Tongue River Agency, Mont., copies of which several of the Indians have in their possession. This letter is as follows:

Advise the Indians that it is the purpose of this office to insist upon the cancellation of all entries within their reservation made subsequent to the date of the Executive order setting the same aside, and that when these cases shall have been finally determined by the General Land Office, or by the Department if appeal is made thereto, steps will be taken to remove the trespassers from the reservation; that they need have no fear of being removed from that country, and that they must exercise patience and forbearance pending the unsettled condition of affairs on their reservation.

The Indian inspector states that the Northern Cheyenne Indians are very much attached to the country they now occupy; that many of them were born and brought to manhood within its present borders; that besides they have had the assurance of Government officials, as above indicated, from time to time that they would be permitted to remain where they are undisturbed; that in addition to the correspondence above cited several of the Indians have original letters or copies of letters from officials of the Government assuring them that they would not be disturbed upon their reservation, and that the statements contained in such letters could be relied upon.

In view of the fact that the Crows are unwilling for the Northern Cheyennes to remove to any portion of their reservation, that the Northern Cheyennes are strongly attached to their own country and desire to remain therein, and of all other facts and circumstances connected therewith, this office is of the opinion that it is not feasible to attempt to remove the Northern Cheyennes from their present reservation to any portion of the Crow Indian Reservation, Mont.; and that it was the part of wisdom and good judgment upon the part of Inspector McLaughlin to abandon the proposition of locating the Northern Cheyennes upon Crow land.

The inspector, having disposed of the matter of removing the Northern Cheyennes to the Crow Reservation, commenced negotiations with the white settlers for lands owned and occupied by them within the limits of the Northern Cheyenne Reservation as set apart by Executive order of November 26, 1884, and also with whites owning land on the west side of Tongue River outside of the original reservation, so that the eastern boundary could be extended to the middle of the channel of Tongue

River on a continuation of the present northern and southern boundary lines. He proposes as the northern boundary line the southern 40-mile limit of the grant to the Northern Pacific Railroad Company; as the southern boundary, the line between townships 5 and 6 south, both of said lines to commence at the eastern boundary line of the Crow Reservation, and to run through to Tongue River, and says that this will give a reservation averaging about  $22\frac{1}{2}$  miles in width, about 24 miles in length along the southern boundary, and 35 miles along the northern boundary, comprising only 20 townships, or about 460,000 acres. He regards this area as ample for the Northern Cheyenne Indians, and not any too large for their needs.

In proposing this increased reservation the inspector states that the interests of the Government and betterment of the Indians of the Tongue River Agency were carefully considered; that these interests and conditions influenced him in deciding that the Northern Cheyennes should be retained on their present reservation, as well as the fact that they are by habit and instinct a pastoral people rather than tillers of the soil. Recognizing these facts he regards it better to embark them in an occupation congenial to their tastes rather than to change their natural inclination by forcing them into the pursuit of agriculture in that arid region which promises but small remuneration. He fully believes that the Northern Cheyenne Indians will prosper and be successful at stock raising, and institutes a comparison of their present location with any lands that might be obtained for them from the Crows. His comparison shows that the topography of the Crow lands east of the Big Horn River is mountainous or rolling, rather poorly watered except along the Big Horn and Missouri rivers; that there is a scant supply of timber or tree-growth shelter for winter range grazing; that little or no coal or fuel is found there; that while this section affords a fine summer range for stock, it is too bleak and unprotected for a safe winter range. In contrast, the country throughout the Northern Cheyenne Reservation is high and rolling, with forest-topped hills, vast beds of coal, and innumerable valleys watered by running streams fed by springs providing abundant water supply for stock the whole year round; the range is covered with an excellent growth of nutritious grass; the wooded hills form the best of winter shelter for stock grazing in the warm sun-exposed valleys, and the stock industry, in his opinion, can be carried on with minimum chances of loss by exposure.

In this connection, he adds, that because of these facts, cattlemen whose stock range on these lands, have made strenuous efforts in the past to have the reservation opened to white settlers, in order that they might secure this section of the country for the use of their herds; that it is a fact that cattlemen who now enjoy the privileges of grazing on these lands are the most successful of any in the State; that no better testimony could substantiate the claim that the Northern Cheyenne Reserve is probably the best cattle range in the State of Montana.

Considering the foregoing facts, the inspector thinks that it is apparent that the present reservation, with the proposed extension east to Tongue River, presents by far the most favorable resources for the permanent settlement of the Northern Cheyenne Indians.

He states that conservative cattlemen calculate that 20 acres per head is required for range capacity per annum, and making allowance for barren clay buttes and valleys along the creeks and rivers that will be occupied and cultivated by the Indians, the proposed reservation will embrace, according to estimate of the inspector, approximately 400,000

acres for grazing purposes. It will, at 20 acres per head, per annum, as calculated, subsist 20,000 head of cattle, and this number, he thinks, could be ranged upon the same with safety.

He is of the opinion that the ranches owned by white settlers, and with whom agreements to dispose of their lands and improvements to the Government have been entered into, will prove safeguards to the Indians as stock growers. According to his report, all of the bona fide settlers came and located their ranches before the reservation was set apart. They, therefore, not only selected the best lands and finest valleys, but also locations along the best springs for irrigation. The yields of hay and alfalfa on these irrigated ranches are almost beyond belief. He illustrates the abundant yield by reference to a ranch of 160 acres owned by S. L. Busby. About half of this ranch is under ditch. It yielded this year 350 tons of alfalfa, besides producing considerable wheat, corn, and vegetables. If these ranches of the whites are bought by the Government and added to the Northern Cheyenne Reserve, the inspector states that it assures the Indians, beyond all doubt, absolute success in their stock growing by providing them with large reserve feeding crops, with which they can tide over the hardest winters. He fully believes that with proper care and attention the average annual crops raised on these ranches would aggregate at least 10 per cent of the purchase value of the land, and in a few years would thus pay the purchase price.

It appears from this report that the native grasses of the reservation are blue-joint, bunch, and buffalo grass, all of nutritious character, which cure on the stem, thus providing excellent pasturage for stock through ordinary winters and requiring no other subsistence than the range affords; that there is also an abundance of lignite coal of excellent quality, the veins of which of those uncovered measure from 3 to 14 feet in thickness; that the pine forests contain trees of various size, some being suitable for sawing into lumber profitably, others good building logs, and smaller sizes suitable for fence posts, corrals, and similar inclosures; that, notwithstanding the numerous pine-covered hills, high buttes, and broken country, there are practically no bad lands or tracts devoid of vegetation within the proposed increased reservation boundaries; that the nature of the country between the Rosebud and Tongue rivers, with its numerous pine-covered hills, affords admirable shelter for winter range grazing when snowfalls are not too great, and that luxuriant grasses cover the hilltops even in the pine forests and rugged sections.

He thinks that agriculture, which would be remunerative only in a few narrow valleys within the entire tract of the proposed reservation, is out of the question in that broken and hilly country; that there is not the slightest possibility of the Northern Cheyenne Indians ever becoming self-supporting in the pursuit of agriculture in that arid region; that stock raising should be preeminently their business and industry; that if these Indians could be provided with about 2,000 cows they could follow the latter industry with profit to themselves, and especially so if properly directed, and would in a few years have marketable cattle to dispose of, which would be an incentive to all to incase their herds to the end that they might profit by the sale of their matured animals; that they would thus become successful stock growers and have not only sufficient cattle to insure their self-support, but beef cattle for the market.

The Northern Cheyennes are of fine physique and willing to work, when opportunity is afforded them, according to the inspector. He



illustrates this fact by stating that while he was at their agency they delivered 250 tons of hay in three days and 250 cords of wood within a week. It appears that they are at all times ready to do any work by which they can earn a little money; that numerous white settlers employ them in their harvest fields in preference to white laborers; that apart, however, from this work performed for their white neighbors, they have had very little opportunity in the past of procuring employment or providing for their wants in any other way than by small garden patches, which, without irrigation in that arid region, seldom amount to anything; that having no cattle they are obliged to depend almost entirely upon the Government rations issued to them biweekly; that they are very anxious to engage in stock raising; that they do not own any stock other than ponies, of which they have about 4,000, and which are almost valueless and of very little use to them; that having no means of purchasing cattle they are, therefore, unable to do but little toward their own support.

The inspector is confident from the past experience of these Indians and their present desire to better their condition that they would make marked progress and within a few years prove themselves not to be so worthless and undeserving of assistance as they have been represented by persons unacquainted with their surroundings if they could be furnished with 2,000 cows or two-year-old heifers, preferably native western range stock, say 1,000 head next spring and 1,000 the following year, with 40 graded bulls for each 1,000 cows, and makes recommendation in the latter part of his report for the purchase, in the beginning, of 1,000 two-year-old range heifers and 40 two-year-old Hereford or Durham bulls. This matter will receive special consideration in the latter part of this report.

The inspector states that there are several small tracts of bottom lands along the streams within the Northern Cheyenne Reservation which can be irrigated at small expense; that some of these streams have an abundant and never-failing supply of water, which could be used for irrigating the bottom lands tributary thereto, but does not make any recommendation as to this matter, for the reason that he is of the opinion that the individual Indians, as they advanced and recognized the benefits of irrigation, may be able to take out ditches from the smaller streams. He adds, however, that the benefits to be derived from irrigation might justify the cost of taking out ditches along Tongue River.

He states that upon careful investigation, verified by records of the local land office at Miles, State of Montana, and the records of Custer County, that State, together with affidavits bearing upon their respective claims, it is ascertained that there are fifteen white settlers who have acquired legal rights within the reservation set apart by the Executive order of November 26, 1884; that they had settled upon and were improving their respective locations at the time the said Executive order was promulgated; that as they came into the country when all of the land was vacant and unoccupied they very naturally selected the most desirable tracts, thus appropriating the choicest bottom lands bordering along the streams, by which they controlled, and still control, the water for irrigation purposes and for the use of their herds, expecting by thus controlling the water and arable bottom lands that they would have undisturbed use of the adjoining broken country and arid land as ranges for their stock.

He states that he has entered into agreements with all of these bona fide white settlers who have valid titles to land within the reservation,



whereby they agree to surrender their land and improvements and vacate the reservation on payment to them, respectively, of the several sums of money stipulated; that these fifteen bona fide settlers have 3,360 acres of land within the reservation, the appraised value of which, together with their improvements, is \$91,310.

He submits the following tabulated statement of bona fide white settlers upon land within the Northern Cheyenne Indian Reservation, who have, according to his investigations, valid titles to their lands, which includes, as will be observed, the name of each settler, the number of acres to which he is entitled, and the appraised value of the lands and improvements separately, dated October 12, 1898:

No.	Name of settler	Acres.	Appraised value of lands.	Appraised value of improvements.	Total.
1	Nathan R. Pressey .....	160	\$2,600	\$3,400	\$6,000
2	Sheridan L. Busby .....	160	3,200	3,200	6,400
3	John C. Cooley .....	160	2,880	2,120	5,000
4	Ed Conley .....	160	3,200	2,300	5,500
5	Fred Ramsey .....	240	4,800	2,700	7,500
6	Hugh Gaffney .....	160	3,200	800	4,000
7	Hiram L. Young .....	160	3,200	2,800	6,000
8	J. C. and W. H. Lyndes .....	80	1,200	210	1,410
9	Patrick Lynch .....	160	6,000	2,000	8,000
10	T. W. Longley .....	160	1,800	200	2,000
11	James J. Thompson .....	520	8,200	3,700	11,900
12	do .....	160	3,200	1,600	4,800
13	Jay Hubbard .....	760	12,100	2,900	15,000
14	James Davis .....	160	2,500	800	3,300
15	Charles B. Jeffers .....	160	3,200	1,300	4,500
Total .....		3,360	61,280	30,030	91,310

<sup>a</sup> Ellen Gaffney, wife, claims \$1,000 of this \$4,000. (See p. 40.)

The inspector sets forth in exhibits accompanying his said report the manner in which the above-named settlers acquired title to their respective tracts of land; he describes each tract by legal subdivisions, submits an estimate of the various improvements thereon, and files an agreement with each of the above-named settlers whereby each of the said parties agrees to sell his land and improvements.

#### SETTLER NO. 1.—NATHAN R. PRESSEY.

Mr. Pressey sets forth, in an affidavit made on September 20, 1898, before the said inspector, that he is 45 years of age and resides at Muddy post-office, Custer County, Mont.; that he located upon the land he now owns and occupies on the 4th day of May, 1884; that he has since continued to occupy and improve the same; that patent issued on February 29, 1896, for his lands, described as follows: NE.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , and NW.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$ , sec. 35, the S.  $\frac{1}{2}$  of the SE.  $\frac{1}{4}$ , sec. 26, T. 2 S., R. 4 E., Montana meridian, in the State of Montana, containing 160 acres; that his homestead certificate is No. 254, his application number being 682; that his patent is recorded in Volume 2A, page 96.

The following is the estimate of the improvements of Mr. Pressey upon the said tract of land, made by Inspector McLaughlin:

House 16 by 24 feet, 1½ stories, hewed logs, weatherboarded outside and ceiled inside, with veranda on front, and addition 14 by 24 feet, one story, shingled roof, 11 rooms .....	\$1,000
Barn, log and frame, 2 story, 25 by 52 feet, double floor and double board roof .....	700
Barn, frame, 18 by 36 feet, single floor, double board roof .....	500
Milk and ice house, frame, 12 by 12 feet, double board roof .....	130
Store and post-office building, frame, 16 by 26 feet, double board roof .....	140

Water tank, frame, 6 by 18 by 16 feet, with 40-foot steel windmill, with water pipes into dwelling house.....	\$150
Blacksmith shop, hewed logs, 17 by 23 feet, with addition 8 by 10 feet for shop supplies, double board roofs.....	40
Tool shed, round logs, 16 by 16 feet, earth-covered roof.....	20
Granary, frame, 8 by 24 feet, double board roof.....	30
Henhouse, round logs, 8 by 16 feet, earth covered.....	15
Hogpen, round logs, 12 by 20 feet, earth covered.....	15
2 root houses, each 8 by 12 feet, timber supports, earth covered.....	30
Hotbed, lumber, 6 by 12 feet.....	5
Closet, frame, 6 by 6 feet, double board roof.....	10
Bridge, frame truss, 12 by 44 feet.....	40
Bridge, frame, 4 by 44 feet.....	15
Stock corral, circular, 70 feet in diameter, with 3 gates.....	25
Grain and hay yard, 2 acres inclosed with wire fence.....	10
Well, 30 feet deep, $5\frac{1}{2}$ square, substantially walled, 9 feet water.....	75
800 rods 4-strand wire fence, posts 16 feet apart.....	175
60 acres broken and under cultivation.....	150
20 acres of alfalfa.....	100
Nursery of 200 shade and fruit trees.....	25
Total.....	3,400

On September 20, 1898, Mr. Nathan R. Pressey entered into an agreement with the inspector upon his own behalf and for and on behalf of his heirs, executors, or assigns to sell the said land and the improvements thereon to the Government of the United States, the said agreement being subject to the approval of the Secretary of the Interior in accordance with the provisions of section 10 of the Indian appropriation act approved July 1, 1898 (30 Stats., 596-97).

The said party further agrees for himself, his heirs, executors, or assigns that the said above lands and improvements will be surrendered to the United States for such use as it shall deem proper, on the payment of the sum of money stipulated in the agreement, to wit, \$6,000; and that he will forthwith upon such payment surrender and remove from the Northern Cheyenne Indian Reservation. The land is appraised at \$2,600 and the improvements thereon at \$3,400.

#### SETTLER NO. 2.—SHERIDAN L. BUSBY.

On September 20, 1898, the said Mr. Busby set forth in an affidavit made before the said inspector that he is 45 years of age and resides near Muddy post-office, Custer County, Mont.; that he located upon the lands he now owns and occupies on July 29, 1884; that he has since continued to occupy and improve the same, described as follows: W.  $\frac{1}{2}$  of the SE.  $\frac{1}{4}$ , and SW.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , and SE.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$ , sec. 31, T. 3 S., R. 39 E., Montana meridian, in the State of Montana, containing 160 acres; that patent issued to him under date of February 29, 1896; that his homestead certificate is No. 258, his application number being 684.

The inspector submits an estimate of the improvements, in schedule form, upon this tract as follows:

House, log, 18 by 36 feet, with addition 18 by 21 feet, one story, plank roof, earth-covered.....	\$500
Storehouse, log, 14 by 16 feet, one story, plank roof, earth-covered.....	75
Ice house, log, 12 by 12 feet, one story, plank roof, earth-covered.....	25
Chicken house, log, 12 by 12 feet, one story, plank roof, earth-covered.....	30
Root house, log, 10 by 16 feet, one story, plank roof, earth-covered.....	40
Barn, log, 12 by 24 feet, one story, plank roof, earth-covered.....	75
Granary, log, 18 by 24 feet, one story, plank roof, earth-covered.....	50
Corn crib, log, 6 by 18 feet, one story, plank roof, earth-covered.....	25
Wagon shed, log, 12 by 18 feet, one story, plank roof, earth-covered.....	25
Buggy shed, log, 18 by 18 feet, one story, plank roof, earth-covered.....	30

Cattle shed, log, 18 by 100 feet, one story, plank roof, earth-covered.....	\$85
Sheep shed, 100 by 100 feet.....	80
Sheep shed, 110 by 110 feet.....	90
Cattle corral, 70 feet diameter.....	50
5 miles of fence, with posts 35 feet apart, of 3 and 4 strands of wire.....	350
Wagon bridge, hewed logs, plank-covered, 12 by 33 feet.....	50
100 acres broken and under cultivation.....	250
70 acres of alfalfa, good stand.....	350
2 miles of main ditch and 1½ miles lateral ditches, with 360 feet of fluming 12 by 48 inches in dimensions, irrigating 160 acres.....	980
Well, 15 feet deep, walled with rock, 4 feet of water in well.....	40

Total..... 3,200

Has second water right on Rosebud Creek, right filed August 3, 1886, at Miles City, Custer County, Mont.

The inspector files as an exhibit with his said report copy of a notice of irrigation, as published by the said Mr. Busby on August 2, 1896, setting forth that he appropriates 600 inches of water from the Rosebud River, according to the laws of Montana, to be taken from a point on the west bank of Rosebud River about one-half mile below Jim Davis Creek, more particularly described by a mound of rock and post 4 inches square and 4 feet high at point of diversion; also dam on said Rosebud River at said point to be used for purposes of irrigation on the land owned by him, lying between Rosebud River and Ash Creek, on the Cheyenne Reservation. The ditch referred to runs in a northerly direction, is 4 feet wide and 1 foot deep for maximum flow, and 1 mile long.

The stipulations and conditions of agreement of sale of his land and improvements and removal from the reservation entered into with the said inspector are similar to those set forth with respect to settler No. 1. His land is appraised at \$3,200 and his improvements at \$3,200, aggregating \$6,400.

#### SETTLER NO. 3.—JOHN C. COOLEY.

The said Mr. Cooley sets forth in an affidavit made September 21, 1898, before Inspector McLaughlin, that he is 55 years of age and resides at Lame Deer, Custer County, Mont.; that he located upon the land he now owns and occupies on the 18th day of July, 1884, and has since continued to occupy and improve the same; that the said tract is described as follows: NW. ¼ of the SW. ¼, and E. ½ of the SW. ¼, and NE. ¼ of the NW. ¼, sec. 10, T. 3 S., R. 41 E. Montana meridian, State of Montana, containing 160 acres; that patent issued to him March 21, 1896, covering the land described; that it is recorded in volume 2 A, page 59. His certificate is No. 208.

The inspector submits with his said report an estimate, in schedule form, of the improvements upon this land as follows:

House, frame, 16 by 24 feet, 1½ stories, with 1-story ell, 14 by 16 feet, shingle roof, 6 rooms.....	\$850
Storehouse, hewed logs, 14 by 14 feet, double board roof, earth covered.....	40
Shop building, hewed logs, 14 by 40 feet, double board roof, earth covered.....	70
Milk house, hewed logs, 12 by 14 feet, double board roof, earth covered.....	40
Root house, 14 by 30 feet, double board roof, earth covered.....	40
Stable, round logs, 14 by 60 feet, double board roof, earth covered.....	80
Cattle sheds, lumber, 15 by 800 feet, double board roof, earth covered.....	200
Corncrib, lumber, 8 by 16 feet, double board roof, earth covered.....	20
Corral, horse, lumber, circular, 100 feet diameter.....	35
Corral, horse, lumber, circular, 50 feet diameter.....	20
Corral, cattle, logs, circular, 150 feet diameter.....	50
Grain and hog yard, lumber, 210 by 210 feet.....	50
960 rods of 2-wire fence, posts 16 feet apart.....	180

30 acres broken and under cultivation.....	\$75
2 acres of alfalfa.....	10
480 rods of main ditches, 1 dam, and 250 rods of lateral ditches, irrigating 150 acres (copy of water right herewith).....	360
Total .....	2, 120

The inspector files copy of a notice of water right as published by Mr. Cooley, setting forth that he has a legal right to the use, possession, and control of and claims 200 inches of the waters of Lame Deer Creek for irrigation and other purposes; that he has taken water out of and diverted it from said creek by means of a dam and ditch; that the said ditch is about 2 feet wide at the bottom and  $3\frac{1}{2}$  feet wide at the top, and  $2\frac{1}{2}$  feet deep; that it carries or conducts 200 inches of water from said creek; that he appropriated this water on or about the 25th day of May, 1897; that he claims all the rights and privileges attaching under the laws of Montana, as fully set forth in said copy of notice of water right.

The stipulations and conditions as to the agreement of sale of his land and improvements and removal from the reservation, etc., entered into with Inspector McLaughlin are similar to those contained in the agreement with settler No. 1, above described. His land is valued at \$2,880 and the improvements thereon at \$2,120, aggregating \$5,000.

#### SETTLER NO. 4.—ED. CONLEY.

On September 28, 1898, Ed. Conley made an affidavit before Inspector McLaughlin, setting forth that he is 42 years of age and resides at Hutton Post-Office, Custer County, Mont.; that he located upon the land he now owns and occupies in April, 1883, and has since continued to occupy and improve the same; that the said tract of land is described as follows: SW.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$  sec. 1, SE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$  sec. 2, and NE.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$  sec. 11, and NW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$  sec. 12, T. 5 S., R. 38 E. said meridian, State of Montana, containing 160 acres; that patent issued for his land on May 10, 1898; that it is recorded in volume 38, page 212, his homestead certificate being No. 432 and his application No. 1291.

The inspector submits with his said report an estimate in schedule form of the improvements upon this land as follows:

House, hewed logs, 18 by 20 feet, with frame addition 14 by 18 feet, floored, double roof boards, earth covered, porch 6 by 52 feet, 5 rooms, picket fence.	\$500
House, log, 16 by 24 feet, covered steel roofing, with addition, log, 15 by 30 feet, covered with double slabs and earth, 4 rooms, lined and calcimined ...	300
Storehouse, 14 by 16 feet, logs, scalped and hewed .....	40
Shop building, 18 by 18 feet, logs, scalped and hewed .....	80
Ice house, 14 by 16 feet, round logs .....	30
2 chicken houses, 12 by 16 feet, and 14 by 16 feet, log .....	50
Root house, 10 by 16 feet .....	20
Milk house, 10 by 12 feet .....	20
Granary, 14 by 16 feet, double floored, slab roof .....	70
Coal house, 8 by 14 feet, slabs .....	15
Cornerib, 8 by 16 feet, keeled logs .....	20
Stable, 16 by 40 feet, stalled and manged, log, keeled logs, earth covered .....	150
3 stock sheds, 16 by 24 feet, 12 by 30 feet, and 4 by 30 feet, log and slabs .....	135
Cow shed, 14 by 14 feet .....	30
3 corrals, circular, 50 feet diameter, 65 by 65 feet, 70 by 70 feet, split poles and posts, 7 feet high .....	120
2 hay corrals, 26 by 70 feet, 100 by 100 feet, one woven picket, the other split poles and posts .....	100
Hog pasture of $\frac{1}{2}$ acres, 2 slabs and 2 wires, posts 12 feet apart .....	25
640 rods 3-wire fence, posts 32 feet apart .....	140
240 rods cross fence, 2 wires, posts 32 feet apart .....	40
Calf pasture of 3 acres, fenced with wire and pickets .....	35
2 wells, each 15 feet deep, rockd walls .....	75

Dam in Rosebud River for subirrigation with two abutments, 8 by 8 by 16 feet, 8 by 8 by 12 feet, rock, willows, and earth.....	\$70
44 acres broken and under cultivation.....	110
13 acres in alfalfa.....	65
Bridge, 12 by 22 feet, covered with split poles.....	50
Wagon shed, 14 by 16 feet.....	10
Total.....	2,300

The stipulations and conditions of sale of this land, and the improvements thereon, and the removal of Mr. Conley from the reservation, entered into with Inspector McLaughlin, are similar to those contained in the agreement with settler No. 1, above mentioned. Mr. Conley's land is appraised at \$3,200, and his improvements thereon at \$2,300, aggregating \$5,500.

## SETTLER NO. 5.—FRED RAMSEY.

On September 29, 1898, Fred Ramsey made an affidavit before Inspector McLaughlin, setting forth that he is 39 years of age and resides at Hutton post-office, Custer County, Mont.; that he located upon the land he now owns and occupies in the spring of 1883; that he has since that time continued to occupy and improve the same; that it is described as follows: SE.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$  of sec. 23; S.  $\frac{1}{2}$  of the NW.  $\frac{1}{4}$  and W.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$  of sec. 24, T. 5 S., R. 38 E., said meridian, Montana, containing 240 acres; that he has attached to his said affidavit copies of receiver's final receipts, one being No. 46, declaration No. 261, under the desert-land act of March 3, 1887, and the other being No. 298, which, it appears, covers lands under the homestead law.

The inspector submits with his said report an estimate in schedule form of the improvements on these lands as follows:

House, hewed logs, 20 by 40 feet, matched pine flooring, roof of hewed timbers covered with tar paper, earth and shale on top, 4 rooms, porch around building 8 by 96 feet, floored with $1\frac{1}{2}$ -inch pine lumber.....	\$730
Storehouse, 18 by 20 feet, 2-inch plank flooring, double board roof, with tar paper and earth covering.....	150
Root house, 8 by 10 feet, timber roof support, double covering.....	60
Chicken house, 12 by 18 feet, hewed logs, split-pole roof, earth covered.....	50
Coal house, 12 by 18 feet, lumber.....	20
Horse stable, 16 by 18 feet, round logs, stalls and mangers, split-pole roof, earth covered.....	110
2 stables, connecting, each 16 by 16 feet, log and lumber, slab roof, covered with hay.....	120
Shed, logs, 16 by 250 feet, slab roof, covered with hay.....	240
New shed and calf corral, under construction, 16 by 90 feet, partly built with all required material for completion of building on the ground.....	75
Horse corral, circular, 70 feet diameter, poles, 9 feet high, 2 swing gates.....	70
2 cow corrals, 50 by 55 feet and 70 by 150 feet, respectively, poles and lumber, 8 feet high.....	120
2 hay corrals, 50 by 90 feet and 40 by 80 feet, respectively, poles and lumber, 7 feet high.....	70
32 acres of land broken and under cultivation.....	80
24 acres of alfalfa.....	120
5 miles of fence, 1 mile of which is 4 wire and 4 miles of 3 wires, posts 33 feet apart, with 5 stays between posts.....	350
One-half interest with James A. Beatty in 2 miles of main ditch and water right, ditch 6 feet wide on bottom and 18 inches average depth.....	165
One-quarter mile of main ditch, 4 feet wide on bottom and 1 foot average depth.....	40
$1\frac{1}{2}$ miles of main lateral ditches, 18 inches wide on bottom and 8 inches average depth; 220 acres of the 240-acre tract can be irrigated from these ditches.....	30
One-half interest with James A. Beatty in dam in Corral Creek, which dam is 50 feet long, 3 feet high, and 12 feet thick, of willows and earth.....	35
Bridge across Rosebud River, 14 by 18 feet, with rock-ribbed approaches.....	65
Total.....	2,700

He files copy of a notice of water claim to all the water of Corral Creek, being 800 inches, miner's measurement. This claim is made, according to copy of said notice, for the purpose of taking out and operating an irrigating ditch or ditch and flume diverting from a point designated by notice posted above the mouth of Dry Fork, the said creek being about  $1\frac{1}{4}$  miles above his ranch buildings. This appropriation of water is made to reclaim the land and raise hay and other cereals. The ditch described, or ditch and flume, is to be 12 inches deep, 60 inches on bottom, and 12 inches at top. The appropriation of this water was made June 18, 1885.

The stipulations and conditions of sale of these lands and the improvements thereon and removal from the reservation entered into with Inspector McLaughlin are similar to those with respect to settler No. 1, above mentioned.

The land of Mr. Ramsey is appraised at \$4,800 and the improvements thereon at \$2,700, aggregating \$7,500.

#### SETTLER NO. 6.—HUGH GAFFNEY.

On September 30, 1898, Hugh Gaffney, of Lane Deer, Custer County, Montana, made affidavit before Inspector McLaughlin, setting forth that he located upon the land he now owns and occupies in the month of October, 1883; that he has since continued to occupy and improve the same, which is described as follows: NW.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$ , and S.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$ , sec. 11; and NE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , sec. 10, T. 3 S., R. 41 E., said meridian, Montana, containing 160 acres; that patent issued to him for this land on October 30, 1896, homestead certificate No. 256, application No. 686.

The inspector submits with his said report an estimate in schedule form of the improvements upon this land, as follows:

House of 2 rooms, round logs, earth covered, 18 by 40 feet .....	\$150
Stable, log, 18 by 35 feet, earth covered .....	80
Shed, log, 14 by 56 feet, with projection for winter shelter 56 feet long.....	100
Shed, log, 14 by 40 feet, and a third shed 14 by 50 feet .....	90
Hogpen, log, 12 by 12 feet .....	20
Henhouse, log, 12 by 16 feet .....	25
Root house, log, 12 by 20 feet .....	40
Milk house, log, 12 by 14 feet .....	30
Cattle and hay corral, logs and round poles, 60 by 120 feet.....	60
40 acres broken and under cultivation .....	100
560 rods of fence, posts 16 feet apart, portion 2 wires and portion 3 wires .....	105
<b>Total .....</b>	<b>800</b>

Accompanying the papers in this case is a statement made by Ellen Gaffney, of Lee post-office, Custer County, Mont. She sets forth therein that she is the lawful wife of Hugh Gaffney; that she is now 57 years of age; that she separated from her said husband, Hugh Gaffney, in 1892; that she has not lived with him since that year; that she will consent and agree to sign and execute a joint deed with her said husband for their homestead of 160 acres of land and to relinquish her dower right to the same on payment to her, out of the proceeds of the purchase price of the same, the sum of \$1,000; that the said homestead is situated within the Northern Cheyenne Indian Reservation and embraces the lands last above described. This agreement was entered into with Inspector McLaughlin by Mrs. Ellen Gaffney on September 27, 1898.

The conditions and stipulations as to the agreement of sale of this



land and the improvements thereon and with reference to removal from the reservation entered into with Inspector McLaughlin are similar to those concerning settler No. 1, above mentioned.

Mr. Gaffney's land is appraised at \$3,200, and his improvements thereon at \$800, aggregating \$4,000.

## SETTLER NO. 7.—HIRAM L. YOUNG.

On October 3, 1898, Hiram L. Young, of Muddy post-office, Custer County, Mont., made affidavit before Inspector McLaughlin, setting forth that he located upon the lands he now owns and occupies in 1882; that he has since that time continued to occupy and improve the same, which is described as follows: NE.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$ , and NW.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$ , and SW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , sec. 35, T. 2 S., R. 40 E, said meridian, Montana, containing 160 acres; that patent issued for this land March 4, 1896. His homestead certificate is No. 253; application, No. 685.

The inspector submits with his said report an estimate in schedule form of the improvements upon this tract of land, as follows:

House, frame, 18 by 42 feet, matched-pine flooring, metallic roof, with hewed log addition, 18 by 24 feet, and hewed log extension, 16 by 40 feet, shingled roofs, with pine floors, cellar under dining room, 8 by 10 feet, buildings containing 8 rooms, exclusive of hall, closets, and coal room, porch on front 7 by 18 feet .....	\$960
Root house, 12 by 16 feet, with shelves and swings, timber supports, earth covered .....	50
Ice house, hewed logs, 16 by 18 feet, lumber covered, earth roof .....	40
Henhouse, round logs, 10 by 12 feet, lumber covered, earth roof .....	20
Coal house, lumber, 5 by 12 feet, lumber covered, earth roof .....	10
Store building, hewed logs, 16 by 20 feet, floored, lumber covered; earth roof .....	185
Shop building, round logs, 10 by 14 feet, lumber covered, earth roof .....	40
Horse stable, hewed logs, 18 by 42 feet, with box-stall addition, 16 by 16 feet, with harness room, stalls, and manger, double board roof, earth covered....	150
Calf stables, lumber, 10 by 10 feet, double board roof, earth covered .....	10
Sheds, lumber, 16 by 125 feet, double board roof with tar paper between .....	240
250 linear feet of feeding corrals, 1 $\frac{1}{2}$ -inch lumber, 6 $\frac{1}{2}$ feet high, with 125 feet of feeding racks made of 2 by 8 inch lumber, 3 swing gates .....	125
2 hog corrals, 50 by 120 feet and 100 by 260 feet, respectively, of 4-wire fence .....	40
2 watering yards, 80 by 150 feet each, of 4-wire fence .....	20
Wagon shed, lumber, 20 by 30 feet, open on front .....	40
Well, 28 feet deep, rock walled .....	70
240 rods 4-wire fence and 1,040 rods of 3-wire fence, with cedar posts averaging 16 feet apart .....	280
30 acres of land broken and under cultivation .....	75
16 acres of alfalfa .....	80
25 acres grubbed and leveled, now excellent meadow land .....	50
1 mile of main ditch, 3 feet wide on bottom, averages 2 feet deep .....	110
1 mile of lateral ditches, 2 feet wide on bottom, averages 1 $\frac{1}{2}$ feet deep .....	45
2 dams in Muddy Creek, of willows, rock, and earth, 7 by 10 by 20 feet each, with plank flumes and regulation gates .....	160
Total .....	2,800

First and only water right on Muddy Creek, right filed and recorded in June, 1885; about 60 acres of this 160-acre tract under irrigation.

A copy of notice of claim to water right under the laws of the State of Montana, by Mr. Young, is filed with the papers in the case. He claims, according to this notice, 144 inches, miner's measure, of water of Muddy Creek and tributary of the Rosebud River, to be taken from the said creek at a certain point fully described in the notice.

The stipulations and conditions as to the agreement of sale of the



land and improvements thereon and removal from the reservation, entered into with Inspector McLaughlin by Mr. Young, are similar to those contained in the agreement with reference to settler No. 1, above mentioned. His land is appraised at \$3,200 and the improvements thereon at \$2,800, aggregating \$6,200.

SETTLERS NO. 8.—JOHN C. LYNDES AND WALLACE H. LYNDES.

From the papers in this case, it appears that the S.  $\frac{1}{2}$  of the SE.  $\frac{1}{4}$ , sec. 33, township 3 S., range 40 E., Montana, containing 80 acres, was patented by Alfred W. Lindley; that the said Lindley and his wife, Sarah L., conveyed this tract of land by deed to John C. Lyndes for and in consideration of the sum of \$2,000 on May 6, 1893; that this deed was filed with the clerk of Custer County, Montana, for record on October 15, 1898, at 12 o'clock m.; that the same is recorded in Deed Book G, page 597.

The inspector states, in his estimate in schedule form of the value of the improvements on this land, that J. C. Lyndes is the present owner and occupant; it is set forth, however, in the agreement of sale that J. C. Lyndes and Wallace H. Lyndes are the owners of this land and they entered into an agreement to sell the same and the improvements thereon and to remove from the reservation. Just what interest Wallace H. Lyndes has in this land and the improvements does not appear except as indicated.

The inspector appraises the improvements as follows:

400 rods 3-wire fence, posts 30 feet apart, with 4 stay posts.....	\$75
120 rods of main ditch, with capacity of irrigating 60 acres of the 80-acre tract, 1 $\frac{1}{2}$ by 4 feet on bottom.....	40
20 acres of land broken and under cultivation.....	50
9 acres of alfalfa.....	45
Total.....	210

The terms, stipulations, and conditions as to the sale of this land and the improvements thereon and the agreement to remove from the reservation, entered into with Inspector McLaughlin by the said John C. Lyndes and Wallace H. Lyndes, are similar to those contained in the agreement with regard to settler No. 1, above mentioned.

Copy of a notice of water right accompanies these papers, published by John C. Lyndes. He claims certain irrigation rights and privileges under the laws of Montana, fully and particularly described in said notice.

This land is appraised at \$1,200 and the improvements thereon at \$210, aggregating \$1,410.

SETTLER NO. 9.—PATRICK LYNCH.

On October 5, 1898, Patrick Lynch, of Lame Deer, Custer County, Mont., made an affidavit before Inspector McLaughlin, setting forth that he is 70 years of age; that he located upon the land he now owns and occupies October 18, 1883; that he has, since that year, continued to occupy and improve the same, which is described as follows: W.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , sec. 21, T. 2 S., R. 41 E., said meridian, Montana, containing 160 acres; that patent issued to him covering this land under date of March 4, 1896, which is recorded in volume 2A, page 104; that his homestead certificate is No. 257.

The inspector submits with his said report an estimate in schedule form of the improvements on this tract of land as follows:

House, 16 by 34 feet, with L 16 by 16 feet, hewed logs, 3 rooms .....	\$250
Root house, 12 by 14 feet, timber support to roof.....	50
Milk house, 8 by 14 feet, shelves, etc.....	30
Chicken house, 12 by 12 feet, peeled logs.....	35
Horse stable, 20 by 26 feet, 10 feet high, peeled logs, lumber roof .....	120
Shed for cattle, 14 feet by 80 feet length, peeled logs .....	80
Sheep shed, 30 feet by 30 feet.....	55
Cornerib, 10 by 16 feet.....	50
Well, 24 feet, rock walled, 6 feet of water .....	60
Hay corral, 90 by 250 feet, poles and posts.....	65
Cattle corral, 150 by 250 feet, poles and posts.....	85
Horse corral, 40 by 40 feet, poles and posts .....	35
960 rods 2 and 3 wire fence, posts 20 feet apart .....	180
640 rods of main ditch, 5 feet wide on bottom, 2 feet average depth, irrigating 120 acres.....	400
480 rods of lateral ditches, 2 feet on bottom, depth 1 foot.....	55
Dam in Lame Deer Creek, rock, willows, lumber, and earth, 30 feet by 6 feet by 12 feet .....	135
34 acres of land broken and under cultivation (including 10 acres on adjoining desert claim).....	85
14 acres of alfalfa.....	70
80 acres grubbed and leveled, blue-joint meadow.....	160
Total.....	2,000

First "water right" of Lame Deer Creek of 400 inches.

There is, accompanying the papers in this case, a copy of notice of claim and appropriation of water. The terms of this claim and the rights and privileges attaching thereto under the laws of Montana are specifically set forth in the said copy.

The terms, conditions, and stipulations of the agreement of sale of this tract of land and the improvements thereon, and the agreement to remove from the reservation entered into with the inspector, are similar to those contained in agreement No. 1, above mentioned.

#### SETTLER NO. 10.—T. W. LONGLEY.

On October 14, 1898, T. W. Longley, by C. H. Loud, his attorney in fact, entered into an agreement with Inspector McLaughlin to sell, for the sum of \$1,800, to the United States, the following-described lands, to wit: NW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , sec. 24; W.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$  and SW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , sec. 13, T. 3 S., R. 40 E., said meridian, Montana, containing 160 acres; also, the improvements thereon for the sum of \$200, and made an agreement to remove from the reservation upon the same terms, conditions, and stipulations as set forth in agreement with settler No. 1, above mentioned.

It is observed that there is no power of attorney executed by Mr. Longley to Mr. Loud accompanying the papers, but Inspector McLaughlin informally states that the said attorney has ample power and authority to enter into this agreement.

An abstract of title accompanies the papers in this case. It shows that Z. T. Rowland and C. M. Harrison mortgaged this land to Robert Houston and T. W. Longley for a consideration of \$779.70 on August 7, 1893; that this mortgage was filed in the clerk's office of Custer County, Mont., on August 24, 1893, and is recorded in Book F thereof, page 166; that J. B. Hawkins, sheriff, conveyed this land by deed to T. W. Longley and James Leabo for and in consideration of the sum of \$800 on May 9, 1896; that on this day the said deed was recorded in the proper office, Book I, page 386; that James Leabo conveyed by deed his inter-

est in this tract of land to T. W. Longley for and in consideration of the sum of \$300 on July 11, 1896, which deed was filed in the proper clerk's office on November 20, 1897, and recorded in Book G, page 326.

There is also accompanying these papers an affidavit made by James Rowland on October 10, 1898, before Inspector McLaughlin, wherein he sets forth that he is 38 years of age; that he resides at Tongue River Agency, Mont.; that he is a mixed blood of the Northern Cheyenne tribe of Indians and a member of said tribe, belonging to Tongue River Agency; that he came to that locality in 1881 and located on Muddy Creek within the tract subsequently set apart as a reservation for the Northern Cheyenne Indians; that when he came to this locality in 1881 he was accompanied by his father's brother, a full-blood white man, Zachary T. Rowland; that his said uncle located upon a tract of unsurveyed land on Muddy Creek in the summer of 1881 and continued to cultivate and improve said tract until the land was surveyed and opened for entry, when he filed upon the land and subsequently proved up and received receiver's final receipt for the same; that his said uncle died June 10, 1897; that he left neither wife nor children; that prior to his death he had mortgaged the said tract of land to one T. W. Longley, who subsequently foreclosed said mortgage, and who is now, as the affiant understands, the owner of the tract of land last above mentioned.

The inspector submits an estimate with his said report, in schedule form, of the improvements upon this tract of land as follows:

House, hewed logs, 16 by 22 feet, with ell of round logs, 16 by 18 feet, pine boards flooring, split-pole roof, earth covered. House is unoccupied, doors and windows missing, and building dilapidated .....	\$40
Root house, 12 by 14 feet .....	15
Cornerib, 8 by 12 feet, used as implement storeroom .....	10
Stable, scalped logs, 24 by 32 feet, with lumber extension for hay loft, 6 stalls and stairway, covered with boards and tar paper. The premises being unoccupied, the stable has been badly looted and is dilapidated .....	35
Well, 18 feet deep, rock walled; neglected and in poor condition .....	25
800 rods of 3-wire fence, posts 30 feet apart. The place being unoccupied, the fence is neglected and in poor condition .....	75
40 acres of land has been broken, but not having been cultivated for some years it is overgrown with weeds and no better now than land that never was broken.	
Total .....	200

The land, according to the agreement, is valued at \$1,800, making in the aggregate, for land and improvements, \$2,000.

#### SETTLER NO. 11.—JAMES J. THOMPSON.

The register of the local land office at Miles City, Mont., on October 12, 1898, certified that James J. Thompson, of Hutton, Mont., made final proof of the homestead entry covering the SW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$  of sec. 24, the E.  $\frac{1}{2}$  of the SE.  $\frac{1}{4}$  and the SE.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$  sec. 23, T. 4 S., R. 38 E.; that he is entitled to a final receipt for the same; that owing to absence of the receiver on leave and his failure to leave any receipt signed in blank the said register is unable to issue such receipt to Mr. Thompson.

Mr. Thompson entered into an agreement on October 14, 1898, with Inspector McLaughlin to sell this land to the United States for and in consideration of the sum of \$3,200; also the improvements thereon, appraised at \$1,600, and to remove from the reservation upon the same terms, conditions, and stipulations as set forth in agreement made with settler No. 1, above mentioned.

The inspector submits with his said report an estimate, in schedule form, of the appraisements of the improvements on this tract of land as follows:

House, hewed logs, 18 by 26 feet, with ell 14 by 26 feet, double board roof with tar paper on top, earth covered, with addition of lumber 10 by 36 feet, double board roof with tar paper between, 8 rooms.....	\$580
Frame house, 15 by 16 feet, double board roof.....	60
Root house, 10 by 16 feet, timber supports.....	50
Sheep shed, 96 by 100 feet, posts, poles, and pine lumber.....	180
Sheep corral in three sections, 210 by 310 feet, posts and 7 wires.....	60
480 rods of 4-wire fence, posts 30 feet apart.....	120
240 rods of main ditch, 7 feet wide on top, 6 feet wide on bottom, 2½ feet deep and carries 2 feet of water, irrigating 60 acres of land.....	240
Dam in Rosebud River, logs, rock, and willows, 40 feet long, 7 feet high, and 30 feet wide.....	150
2 bridges over irrigation ditches, hewed logs, each 10 by 16 feet.....	40
60 acres grubbed and leveled, now in blue-joint hay meadow.....	120
Total .....	1,600

## SETTLER NO. 12.—JAMES J. THOMPSON.

On October 15, 1898, James J. Thompson, of Hutton post-office, Mont., made affidavit before Inspector McLaughlin, setting forth that he is 64 years old; that he located upon a tract of land in December, 1881, in Custer County, Mont., upon which he has resided continuously since that date; that he has made lasting and valuable improvements upon the same; that this land is now within the Northern Cheyenne Indian Reservation; that he acquired title to the land under the public-land laws existing at the time he located upon the same, in the aggregate 680 acres, 360 acres of which he obtained under the desert-land act, 160 acres thereof under the preemption act, and 160 acres under the homestead law, all of which is embraced in a well-improved tract aggregating 1,600 acres and known as the O. D. Ranch.

The inspector submits with the said report an estimate, in schedule form, of the improvements upon 520 acres of the land belonging to Mr. Thompson, being that to which he obtained title under the preemption and desert-land laws. The land thus obtained is described as follows: NW. ¼, SW. ¼, and SE. ¼ of the SE. ¼ sec. 12, W. ½ of the SW. ¼ sec. 24, NW. ¼ of the NW. ¼ sec. 25, NE. ¼ NE. ¼ sec. 26, T. 4 S., R. 38 E. Montana meridian. According to the statements contained in the inspector's estimate of the value of the improvements on this land, patent for 360 acres of desert land issued December 16, 1895, and patent for 160 acres of preemption land issued January 25, 1896, recorded respectively in volume 1, page 127, and volume 2 A, page 581.

The appraisalment of the improvements on this 520-acre tract of land is as follows:

House, ranch building, 16 by 32 feet, hewed logs, 1½ stories, lumber roof, with tar paper on top, earth covered, 4 rooms, with two lean-to additions, each 10 by 16 feet, of 1 room each; cellar under main building, rock walled.....	\$400
Milk house, 8 by 10 feet, shelved.....	20
Ice house and meat room, round logs, 14 by 18 feet, lined with lumber.....	60
Chicken house, round logs, 12 by 16 feet, board roof, earth covered.....	20
Storehouse, round logs, 14 by 18 feet, double board roof, with tar paper.....	65
Root house, 16 by 32 feet, 8 feet high, with bins and double doors.....	75
Shep building, 18 by 22 feet, round logs, poles and earth roof.....	100
Wagon shed and harness room, 14 by 66 feet, round logs, lumber and poles on roof, covered with gravel.....	120
Machine shed, 14 by 50 feet, adjoining wagon shed, double boards and tar-paper roof.....	20
Cornerib, 8 by 16 feet, 8 feet high, slats, double board roof.....	20

Stable, round logs, 14 by 80 feet, mangers and racks, double slab roof and gravel covered.....	\$140
Stock sheds, 20 by 180 feet, fitted up with feeding racks throughout.....	130
Horse shed, 16 by 32 feet, board sided, poles on top, covered with hay.....	25
Three sheep sheds, boarded sides, poles and hay covering each, 9,500 square feet area, corral attached.....	300
Eleven corrals around stable and sheds, about 7 acres area, water in each corral; constructed of posts, lumber, and wire.....	220
Stock-branding squeezer.....	25
Two herders' buildings, each 10 by 16 feet, frame, board roofs.....	50
Three bridges across Rosebud River, each 35 feet long, 16 feet wide.....	180
One bridge across irrigating ditch, 10 feet long, 14 feet wide.....	20
1,600 rods of water-carrying ditches, averaging $2\frac{1}{2}$ feet wide by 1 foot deep, irrigating 275 acres of the 520-acre tract, a portion of which is meadow....	250
150 acres broken and under cultivation.....	375
145 acres of the broken land is in alfalfa.....	725
1,440 rods of 4-wire fence, posts 30 and 32 feet apart.....	360
Total.....	3,700

On October 14, 1898, the said James J. Thompson entered into an agreement to sell the lands last described, containing 520 acres, to the United States for and in consideration of the sum of \$8,200 and the improvements thereon for \$3,700, aggregating \$11,900. He also agrees to remove from the reservation upon the same terms, conditions, and stipulations as set forth in the agreement with settler No. 1, above referred to. (For the 160-acre tract see No. 11.)

#### SETTLER NO. 13.—JAY HUBBARD.

On October 14, 1898, Jay Hubbard, by James J. Thompson, his attorney in fact, entered into an agreement with Inspector McLaughlin to sell to the United States, for and in consideration of \$12,100, the following-described lands, namely: NW.  $\frac{1}{4}$ , N.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$  sec. 13, E.  $\frac{1}{2}$  of the NE.  $\frac{1}{4}$ , NE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , SE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$  sec. 14, NE.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$  sec. 23, NW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$  sec. 24, W.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$  sec. 25, E.  $\frac{1}{2}$  of the SE.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$  sec. 26, T. 4 S., R. 38 E. Montana meridian, Montana, containing 760 acres. He also agreed to sell the improvements on this land to the United States for the sum of \$2,900, and to remove from the reservation upon the same terms, conditions, and stipulations as set forth in the agreement with settler No. 1, above mentioned.

There is filed with the papers in this case a regular power of attorney executed by Mr. Hubbard to Mr. Thompson.

There is an abstract of title accompanying the papers in this case. The abstract shows—

1. That patent issued to F. L. Walters on September 5, 1895, for W.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , sec. 25, E.  $\frac{1}{2}$  of the SE.  $\frac{1}{4}$ , SE.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$ , sec. 26, T. 4 S., R. 38 E., 240 acres; that the said F. L. Walters and Carrie E., his wife, conveyed the land last described by deed to Jay Hubbard for and in consideration of \$1, December 24, 1895; that this deed was filed for record in the proper clerk's office January 13, 1896, and is recorded in Book I, page 313 thereof.

2. That patent issued to Jacob Murbach on September 5, 1895, for the NW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , sec. 24, NE.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$ , sec. 23, SW.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$ , sec. 13, SE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , sec. 14, said last-named township and range, containing 160 acres; that said Jacob Murbach and Libbie, his wife, conveyed the land last described by deed to Jay Hubbard for and in consideration of \$1, on December 24, 1895; that this deed was filed for record in the proper clerk's office on January 13, 1896, and is recorded in Book I, page 315 thereof.

3. That patent issued to R. D. Hubbard on September 5, 1895, for NW.  $\frac{1}{4}$ , N.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$ , sec. 13, E.  $\frac{1}{2}$  of the NE.  $\frac{1}{4}$ , NE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , sec. 14, the last-named township and range, containing 360 acres; that R. D. Hubbard and Frank (presumably his wife) conveyed the land last described by deed to J. Hubbard on December 27, 1895; that this deed was filed in the proper office January 13, 1896, and is recorded in Book I, page 316 thereof.

The inspector submits with his said report an estimate in schedule form of the improvements upon the 720 acres of land owned by Mr. Hubbard, as follows:

Herder's house, frame, 10 by 16 feet, board roof.....	\$25
Building for shearing camp, frame, 16 by 24 feet, board roof .....	40
Wool house, frame, 16 by 32 feet, board roof.....	60
Dipping vat, 65 feet long, with 2 dripping pens, each 16 by 32 feet.....	130
12 shearing pens, each 12 by 16 feet.....	60
2 sheep sheds, each 96 by 108 feet.....	250
2 bridges across Rosebud River, one 32 feet long and 22 feet wide, and the other 32 feet long and 16 feet wide.....	80
7 sheep corrals, total area of about 5 acres.....	70
150 acres broken and under cultivation, of which 10 acres are timothy.....	375
100 acres of alfalfa, which is included in 150 acres broken.....	500
2,240 rods of 4-wire fence, posts 30 and 32 feet apart.....	560
2,400 rods of ditches, averaging $4\frac{1}{2}$ feet wide by 1 foot deep.....	600
Dam in Rosebud River, 40 feet long, $7\frac{1}{2}$ feet high, 25 feet wide, constructed of rock, willows, and earth.....	150
Total.....	2,900

A recapitulation as to this land shows that it was appraised at \$12,100 and the improvements at \$2,900, aggregating \$15,000.

#### SETTLER NO. 14.—JAMES DAVIS.

The inspector filed with his said report an estimate, in schedule form, of the improvements upon the tract of land owned by James Davis, described as follows: NE.  $\frac{1}{4}$  sec. 35, T. 4 S., R. 38 E. Montana meridian, Montana, containing 160 acres, and states that patent issued for this land October 22, 1895, and is recorded in volume 1, page 126. His appraisal of improvements on this tract is as follows:

55 acres broken and in alfalfa.....	\$400
Dam in Thompson Creek, 100 feet long, 10 feet high, 10 feet wide on top, with natural slope to slides.....	140
600 rods of ditch, averaging 4 feet wide by 1 foot deep.....	140
480 rods of 4-wire fence, posts 30 and 32 feet apart.....	120
Total.....	800

There is also among the papers an agreement entered into October 14, 1898, with the said inspector by J. Hubbard, acting through his attorney in fact, James J. Thompson, for and on behalf of James Davis, agreeing to sell this land and the improvements thereon and remove from the reservation upon the same terms, conditions, and stipulations as contained in agreement made with settler No. 1, above mentioned. The land is appraised at \$2,500 and the improvements at \$800, aggregating \$3,300.

#### SETTLER NO. 15.—CHARLES B. JEFFERIS.

On November 12, 1898, Charles B. Jefferis sets forth in an affidavit, made before Inspector McLaughlin, that he is 38 years old; that he resides at 1707 Arlington street, Philadelphia, Pa.; that he is the owner of a 160-acre tract of land in Custer County, Mont.; that he located



upon said tract of land May 23, 1882, and continued to occupy and improve the same until the spring of 1896; that he proved up and obtained patent for said tract of land, which tract is described as follows: S.  $\frac{1}{2}$  of the SE.  $\frac{1}{4}$  sec. 35, W.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$  sec. 36, T. 4 S., R. 38 E. Montana meridian, Montana, containing 160 acres; that patent issued for this land to the affiant on December 2, 1895; that his homestead certificate is No. 334 and his application No. 991.

The inspector submits with his said report an estimate in schedule form of the improvements on this tract of land, as follows:

House, log, 14 by 56 feet, with addition 12 by 14 feet, earth covered, 4 rooms, with cellar 12 by 12 feet.....	\$400
Storehouse, log, 10 by 12 feet .....	40
Ice house, log, 10 by 10 feet.....	30
Chicken house, log, 8 by 10 feet, with front shed .....	25
Horse stable, log, 14 by 30 feet, 3 compartments .....	150
Horse shed, 14 by 40 feet, with square corral 50 by 70 feet.....	130
Horse corral, circular, 50 feet diameter.....	40
Cow shed, 14 by 80 feet, with square corral 50 by 70 feet.....	180
Hay yard, 65 by 65 feet square.....	35
Hogpen, 8 by 10 feet.....	10
14 acres of land broken and under cultivation .....	35
2 acres alfalfa.....	10
800 rods 4-wire fence, posts 16 feet apart, 3 stays between posts .....	200
80 rods 3-wire fence, posts 30 feet apart .....	15
Total .....	\$1, 300

The agreement entered into by Mr. Jefferis with the inspector for the sale of this land and the improvements thereon and removal from the reservation are similar in terms, stipulations, and conditions to those contained in agreement made with settler No. 2, above referred to.

This tract of land is appraised at \$3,200, and the improvements at \$1,300, aggregating \$4,500.

From an examination of the papers filed with the inspector's said report, and from the statements contained in the latter, it appears that the respective settlers above named located upon lands now embraced within the Northern Cheyenne Indian Reservation prior to the date of the Executive order of November 26, 1884, setting the same aside as a reservation; that their settlements were made in good faith; that they have by settlement, and in some instances by purchase, acquired legal, valid titles to the lands claimed and described. It is thought, in view of all the facts in the case, that the appraisements of the respective tracts of land and the improvements thereon are fair and reasonable in each case.

In view of these facts it is respectfully recommended that the agreements numbered from 1 to 15, inclusive, above set forth, be approved by the Secretary of the Interior, and that Congress be asked to make appropriation for payment to the parties of the respective sums named, including the value of the lands and the improvements thereon.

#### SETTLERS REGARDED BY THE INSPECTOR AS HAVING EQUITABLE RIGHTS.

The inspector states that some of the original settlers within the reservation prior to the time of creating the same by Executive order subsequently sold their claims and improvements to incoming settlers; that in his negotiations he recognized such settlers as having equitable rights only. There are five of this class of settlers occupying 720 acres of land at an appraised value of \$12,770 for the lands and improvements, but the inspector states that the claims of two of these settlers, namely, Otho S. Hon and Katherine Toohey, are subject to a reduction



of \$2,400 each, a total of \$4,800 when the papers attached to their respective claims are passed upon by the Department.

## CLASS NO. 1.—WITH EQUITABLE RIGHTS.

No.	Name of settler.	Acres.	Appraised value of lands.	Appraised value of improvements.	Total.
1	Thomas Raney .....	160		\$2, 670	\$2, 670
2	Patrick Doran .....	160	\$500	1, 000	1, 500
3	J. C. & W. H. Lyndes .....	80		1, 100	1, 100
	Total .....	400	500	4, 770	5, 270

## CLASS NO. 2.—WITH EQUITABLE RIGHTS.

1	Otho S. Hon .....	160	\$2, 400	\$2, 100	\$4, 500
2	Katherine A. Tooley .....	160	2, 400	600	3, 000
	Total .....	320	4, 800	2, 700	7, 500

## SETTLER NO. 1 IN CLASS 1.—THOMAS RANEY.

On September 27, 1898, Thomas Raney, of Hutton post-office, Custer County, Mont., made affidavit before Inspector McLaughlin that he is 38 years of age; that in April, 1891, he became a partner with George E. Lesson, by purchase, in the land, stock, ranch, and improvements of a tract of land within the Northern Cheyenne Indian Reservation, described as follows: S.  $\frac{1}{2}$  of the NW.  $\frac{1}{4}$  and W.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$ , sec. 12, T. 5 S., R. 38 E. Montana meridian, Montana; that this ranch was located by said George E. Lesson in the month of June, 1884, who continued to occupy and improve the same until April, 1891, when the affiant purchased a half interest in the claim, ranch, and appurtenances; that in the month of August, 1891, he purchased all the rights, interests, and title in and to the said described premises, the entire consideration being \$1,682; that the affiant has continued to live upon and improve the said ranch from the time of purchase up to the present; that he has placed thereon the following improvements: One hog yard, containing  $1\frac{1}{2}$  acres, sowed to alfalfa, fenced with boards and wire, posts 12 feet apart; chicken house, 12 by 24 feet; addition to house, 18 by 20 feet; corral, one-fourth mile picket fence, sawed pickets,  $5\frac{1}{2}$  feet high; 9 gates with frame 12 by 12 feet; gate 7 by 12 feet. He states that he has cleared 80 acres of land, built 2 miles of 3 and 4 wire fence, 2 bridges across Trail Creek, 1 bridge across Rosebud River, dam across said creek, and a ditch 300 feet long by 12 feet wide and 5 feet deep.

He claims that all the rights of the said George E. Lesson vest in him, and that he should be permitted to make final proof and secure patent for the said tract of land.

The inspector submits an estimate in schedule form of the improvements upon this tract of land as follows:

House 18 by 40 feet, with an "L" 16 by 18 feet, hewed logs, earth-covered roof, floored with matched flooring, 3 rooms .....	\$450
Root house, 16 by 20 feet, earth covered .....	40
Barn, 36 by 40 feet, $1\frac{1}{2}$ stories high, covered with boards and earth, side of barn of peeled logs, stalls and mangers for 16 head of horses .....	400
Buggy shed, 12 by 36 feet, board roof, peeled logs, open on one side .....	60
Granary, 18 by 24 feet, peeled logs, pole roof, with earth on top, floored and partitioned into 3 bins .....	150
Chicken house, 12 by 24 feet, log, pole roofing .....	50

Shop house, 16 by 20 feet, log, hewed roofing.....	\$100
Hog house, 18 by 48 feet, log, hewed roofing.....	85
Corral, circular, 100 feet diameter, scalped poles, 7½ feet high, 3 gates.....	90
Corral, circular, 50 feet diameter, scalped and peeled poles, 2 gates.....	50
Hay and grain yard, inclosed by sawed pickets, ¼ mile in length, 5½ feet high, posts 12 feet apart.....	100
6 gates, frame 12 by 16 feet, gates 7 by 12 feet, set to swing, 4 on picket fence and 2 on main fence.....	60
3 bridges, respectively 16 by 20 feet, 16 by 20 feet, 12 by 12 feet, planked with double 2-inch lumber.....	100
Hog yard of 1½ acres, fenced with boards and wire, posts 12 feet apart.....	30
1,200 rods 3 and 4 wire fence, posts 12 feet apart, 1 mile of posts 23 feet apart, 3 stays between each post.....	300
Dam across Trail Creek, 12 by 20 feet by 5 feet high, with dikes 200 feet long on each side of creek.....	100
Ditch 300 feet long, 12 feet wide and 5 feet deep.....	60
85 acres of land grubbed, broken, and under cultivation.....	425
4 acres of alfalfa.....	20
Total.....	2,670

Mr. Raney entered into an agreement with Inspector McLaughlin on September 27, 1898, to sell to the Government of the United States all of the improvements above described upon this tract of land for the sum of \$2,670, and to vacate and surrender the land and said improvements to the Government on payment to him of the amount stated.

#### SETTLER NO. 2 IN CLASS 1.—PATRICK DORAN.

On September 29, 1898, Patrick Doran made affidavit before Inspector McLaughlin, setting forth that he is 54 years of age; that he resides at Ashland post-office, Custer County, Mont.; that in the month of May, 1885, he located upon a tract of unsurveyed land situated on Logging Creek, about 15 miles east of the Rosebud River and about 8 miles west of Tongue River, in Custer County, Mont.; that he located upon said tract intending to enter up as a preemption claim as soon as the surveys were extended thereover; that after thus securing his preemption claim he intended to file upon an adjoining tract as a homestead under the then existing public-land laws; that he has continued to occupy and improve said claim ever since he located thereon in May, 1885; that he has expended much hard labor during the past thirteen years upon the said tract of land in grubbing and clearing the same and leveling the bottom flats along the said creek and developing water from said creek for irrigating purposes; that his water privilege cost him \$55 in cash apart from his own labor; that he has made lasting and valuable improvements upon this land, fully believing that he was thus making for himself a comfortable and valuable home; that he would be protected in his legal rights by acquiring title to the land as soon as the same should be surveyed; that to be deprived of his said claim and the improvements thereon without fair and reasonable compensation would impose a great hardship upon him, and loss to him at this time of life.

There is another affidavit filed with the papers in this case, made by John Bowman before the inspector on September 24, 1898. Mr. Bowman stated therein that he is 63 years of age, and resides at Ashland, Mont.; that he has resided in that vicinity since 1883; that he is personally acquainted with Patrick Doran, who lives about 8 miles from him up Logging Creek, and knows, of his own personal knowledge, that the said Patrick Doran occupied and improved said place on said creek prior to the year 1886, and has since continued to occupy and improve the same; that owing to the fact that the said tract of land is not surveyed, the said Patrick Doran has been unable to file upon or make final proof thereof.

The inspector submits with his said report an estimate of the improvements upon this land, in schedule form, as follows:

House, hewed logs, 16 by 18 feet, with frame addition, 12 by 16 feet, double board roof, earth covered, 4 rooms.....	\$180
Storehouse, logs, 18 by 20 feet, double-board roof, earth covered.....	55
Root house, 18 by 20 feet, timber supports, double roof, earth covered and air spaced.....	65
Henhouse, 8 by 16 feet, double roof, earth covered.....	30
Hog pen, 8 by 16 feet, double roof, earth covered.....	25
Stable, 16 by 24 feet, 3 compartments, double roof, earth covered.....	100
Stable yard corral, 60 by 100 feet, 2-inch plank.....	45
Hay yard, 60 by 60 feet, slabs and poles.....	25
3 miles of 2-wire fence, posts, 16 feet apart.....	180
14 acres of land, broken and under cultivation.....	70
12 acres of alfalfa.....	60
40 acres, grubbed and leveled, now meadow.....	80
320 rods of main ditch, averaging 2½ feet wide on bottom and 1 foot deep, with 80 rods of lateral ditches irrigating 40 acres.....	5
Total.....	1,000

This tract of land appears to be situated in T. 3 S., R. 43 E., Montana meridian, Montana.

Mr. Doran entered into an agreement with Inspector McLaughlin on September 29, 1898, to accept \$1,500 for his interest in this claim and the improvements thereon, and he agrees to vacate and surrender said premises upon payment to him of the sum of money stipulated, to wit, \$1,500.

SETTLER NO. 3, CLASS 1.—J. C. AND W. H. LYNDES.

On September 16, 1898, John C. Lyndes made affidavit before Inspector McLaughlin, setting forth that he is 32 years of age and resides at Muddy post-office, Mont.; that he, in partnership with W. H. Lyndes, purchased the following-described premises from one Alfred W. Lindley: S. ½ of the SE. ¼, sec. 33, T. 3 S., R. 40 E., Montana meridian; also 80 acres adjoining this tract, not patented by reason of the fact that the same lies across an unsurveyed township line; that he and said W. H. Lyndes purchased the improvements on these lands; that the said Lindley promised and agreed to secure a patent for the unsurveyed 80 acres when the same was platted and transfer the same to the affiant; that this has not been done, owing to the fact that the land, as indicated, has not been surveyed; that he and his said partner came into possession of the above premises in the spring of 1892, and have continued to occupy, improve, and cultivate the same up to the present time, having each year made lasting and valuable improvements upon the unsurveyed 80-acre tract above referred to.

Under date of October 5, 1898, Patrick Lynch, of Lame Deer, Mont., made affidavit before Inspector McLaughlin, setting forth that he was personally acquainted with one Alfred A. Lindley, who located on Muddy Creek, in Custer County, Mont.; that he became acquainted with him in January, 1884, at which time he (Lindley) was residing upon the tract of land he afterwards filed upon and made final proof on; that he claimed said tract as a homestead; that he knows that John C. Lyndes and W. H. Lyndes have occupied and claimed the Lindley homestead tract since 1892. This affidavit is corroborated by one made by John C. Cooley before the inspector on October 8, 1898.

The inspector submits an estimate of the improvements upon the land last referred to, in schedule form, as follows:

400 rods of 3-wire fence, posts 30 feet apart, 4 stays in each panel.....	\$80
2 dams, one 30 by 8 by 10 feet, one 24 by 4 by 6 feet.....	100

200 rods of main ditch, 4 feet on bottom, average depth 2½ feet, covering 30 acres .....	\$95
120 rods of lateral ditches .....	15
House, 16 by 44 feet, with an "L" 12 by 16 feet, hewed logs, covered with plank, poles, and earth .....	200
Stable, hewed logs, 18 by 26 feet, stalled and mangered for 8 horses .....	70
Wagon shed, lumber sides and roof, 10 by 18 feet, swing doors .....	40
Cow stable, hewed logs, 16 by 24 feet .....	40
Henhouse, hewed logs, 10 by 14 feet .....	20
Corncrib, scalped logs, 10 by 16 feet .....	20
Hog house, scalped logs, 12 by 16 feet (one story) .....	10
Stable yard, 70 by 150 feet, scalped poles .....	25
Hay corral, 100 by 150 feet, 7-foot posts, scalped poles .....	35
Root cellar, 16 by 20 feet (extra good) .....	30
Ice house, 12 by 16 feet, peeled logs .....	20
Well, 16 feet, walled with rock, 6 feet of water .....	40
20 acres of land, broken and under cultivation .....	50
Bridge across Muddy Creek, 12 by 16 feet, pole covered .....	20
Round corral, 50 feet in diameter, peeled poles, 7 feet high .....	30
640 rods of 3-wire fence, posts 20 feet apart, and 640 rods of 2-wire fence constructed by permission of Acting Indian Agent Stouch upon the Indian reservation adjoining claimant's tract of land, which permission to erect this fence was granted in order to prevent thoroughbred cattle belonging to claimant from straying and being killed .....	160
Total .....	1,100

The said J. C. and W. H. Lyndes entered into an agreement on September 28, 1898, with Inspector McLaughlin to sell the improvements upon the lands mentioned to the United States Government for the sum of \$1,100, and to vacate and surrender the premises on payment to them of the amount named.

It would appear from the foregoing facts regarding the last three claims mentioned that it would be a matter of right and justice to pay these parties for their improvements, and Patrick Doran not only for his improvements, but also the value of his claim. It is therefore recommended that the agreements with them, respectively, be approved by the Department and that Congress be asked to make appropriation to pay the sums named.

#### SETTLER NO. 1 IN CLASS 2.—OTHO S. HON.

On September 15, 1898, Otho S. Hon made affidavit before Inspector McLaughlin, setting forth that he is 31 years of age; that he resides at Muddy post-office, Mont.; that he occupies and is half owner of the following-described premises: S. ½ of the SE. ¼ and SE. ¼ of the SW. ¼, sec. 34, and SW. ¼ of the SW. ¼, sec. 35, all in T. 3 S., R. 4 E., Montana meridian, Montana; that he has resided upon and improved the above-described tract of land since the spring of 1893, having, in company with one John Bohrer and R. V. Sullivan, purchased the same from George S. Mendenhall, the consideration being \$1,000; that he has added, since the above tract of land was purchased, certain improvements thereto; that he fully believed that the said Mendenhall would receive a patent for this land, in view of the fact that he (Mendenhall) has made final proof as required by the public-land laws; that the said Bohrer and Sullivan, his partners in this property, now reside at Monroe City, Mo.; that he, as manager, has full and lawful authority over the said premises and the right to act in any capacity with respect to the same.

There is filed with the papers in this case an affidavit by John C. Cooley, of Lamedeer, Mont., made October 8, 1898, before Inspector McLaughlin, setting forth that he became acquainted with one William

Sullivan during the summer of 1884, at which time said Sullivan was residing upon and improving the tract of land last above described; that said Sullivan purchased the improvements thereon from one Marrs in the summer of 1884; that George S. Mendenhall became a partner with said Sullivan and came to reside upon the tract of land in the spring of 1885; that said Mendenhall filed upon this land and made final proof upon the same. This affidavit is corroborated by one made by Hiram L. Young, of Muddy post-office, Mont., October 8, 1898.

George S. Mendenhall sets forth in an affidavit made September 15, 1898, before Inspector McLaughlin, that he is 39 years of age; that he resides at the present time at Lee post-office, Mont.; that William A. Sullivan was a bona fide settler on the land last above described; that the affiant became a partner of the said Sullivan and resided upon and improved this ranch in March, 1885, and continued to reside thereon and improve the same until February, 1893; that William A. Sullivan was a resident and part owner of said ranch until August, 1887, when affiant succeeded to all the interest, rights, and improvements thereon until February, 1893, at which time the affiant's interests, rights, and improvements were transferred and delivered to the Muddy Land and Cattle Company; that said company continued to occupy and improve said ranch until November, 1897, when said company dissolved and O. S. Hon, manager of the said company, continued to occupy and improve said land as manager and partner (Hon owning a half interest in the ranch); that John Bohrer and R. V. Sullivan owned each a one-quarter interest therein; that the said O. S. Hon is now occupying the premises; that the affiant filed upon the land last described in December, 1891, which was as early as filings could be accepted by the local land officers at Miles City, Mont., after surveys had been made and plats filed in said office; that the affiants subsequently made final proof, paying the usual fee; that in 1892, the Northern Pacific Railroad Company contested his right, claiming that the said land was within the indemnity belt, in consequence of which he has received no patent.

There is filed with the papers in this case a duplicate of final receiver's receipt No. 255, application No. 681. There is also filed copy of a notice of water right to irrigate this land published by W. A. Sullivan, which sets forth in detail the rights and privileges claimed under the laws of the State of Montana.

There is an abstract of title filed with the papers in this case showing that George S. Mendenhall conveyed by deed to Otho S. Hon for the sum of \$100 on February 23, 1893, the land last above described; that this deed was filed in the proper clerk's office October 13, 1898, and is recorded in Book J, page 596.

The inspector submits an estimate of the improvements upon this tract of land in schedule form as follows:

960 rods 3-wire fence, posts 30 feet apart, 5 stays between posts.....	\$210
2 dams across Muddy Creek, each 8 by 12 by 25 feet in dimensions.....	150
14 miles of main ditch 4 feet on bottom, average 2 feet deep.....	200
1½ miles of lateral ditches, covering 100 acres.....	40
Cultivated land, 52 acres.....	130
12 acres of alfalfa.....	60
50 acres of blue-joint meadow, grubbed and leveled.....	100
House, 20 by 54 feet, 1 story, 5 rooms, hewed logs.....	500
House, 16 by 40 feet, 1 story, 3 rooms, round logs.....	200
Root cellar, 12 by 14 feet, timber supports.....	45
Henhouse, 14 by 16 feet, log, roof projecting 6 feet.....	35
Log stable, hewed, 20 by 26 feet, double-board roof.....	80
Cow stable, 16 by 16 feet, round logs.....	35
Frame shed and granary, corrugated roof, 20 by 30 feet.....	135

Good stockade corral, 40 by 60 by 8 feet high.....	\$60
Round horse corral, 40 feet in diameter, 8 feet high.....	30
Hay corral, 300 by 150 feet, 7 feet high, peeled poles.....	70
Bridge across Muddy Creek, 12 by 18 feet, including rock approaches.....	20
Total .....	2,100

The said Hon entered into a contract with Inspector McLaughlin on September 15, 1898, to sell this land and the improvements thereon. The land is appraised at \$2,400 and the improvements thereon at \$2,100. The terms, stipulations, and conditions in this agreement with respect to the sale and removal from the reservation are similar to those contained in the agreement with settler No. 1, first above described.

SETTLER NO. 2, IN CLASS 2—KATHERINE A. TOOHEY.

On October 5, 1898, Katherine A. Toohey made affidavit before Inspector McLaughlin, setting forth that she is 29 years of age and resides in Lame Deer, Mont.; that she married Joseph A. Toohey in 1893; that she is the daughter of one Patrick Lynch, who came to Lame Deer, Mont., in 1883; that her uncle, John Lynch, located in 1884 upon the tract of land now owned and occupied by her; that said John Lynch sold his improvements and interest in the tract of land upon which he resides and his cattle to Charles M. Lee; that said Lee disposed of said improvements and interests to her in 1891 for a valuable consideration; that she filed upon this tract of land December 22, 1891, and has since that time resided upon and improved the same as her homestead; that she made final proof on this land, described as follows: E.  $\frac{1}{2}$  of the NW.  $\frac{1}{4}$ , and SW.  $\frac{1}{4}$ , of the NE.  $\frac{1}{4}$ , and NW.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , sec. 17, T. 2 S., R. 4 E., Montana meridian, Montana, on September 30, 1898, at the local land office, Miles City, Mont. The duplicate of the final receiver's receipt, No. 490 (application No. 695), is filed with the papers.

The inspector submits an estimate of the improvements upon this tract of land in schedule form as follows:

House, partly hewed, 18 by 40 feet, roofed with split poles and earth, 2 rooms.....	\$220
Chicken house, round peeled logs, 18 by 20 feet, roofed with split poles and earth .....	40
Storehouse, frame, 12 by 16 feet, board roof.....	60
Wagon shed, log, 12 by 16 feet.....	20
Stable, round log, 16 by 36 feet, split pole roof.....	80
Cattle corral, 40 by 60 feet, 7-foot posts, with wing 60 feet long, peeled poles and posts .....	40
Hay corral, 40 by 40 feet, peeled poles and posts.....	15
6 acres of land, broken.....	15
Dam in Lame Deer Creek, 16 by 4 feet by 45 feet, made of logs, rock, and earth .....	20
30 rods of fence, 3 wires, posts 15 feet apart.....	10
40 acres of meadow land, grubbed and leveled.....	80
Total .....	600

On October 5, 1898, Mrs. Toohey entered into a contract with Inspector McLaughlin to sell this tract of land and the improvements thereon to the Government. The terms, stipulations, and conditions of sale and removal from the reservation, etc., are similar to those contained in agreement with settler No. 1, first above described. The land is appraised at \$2,400 and the improvements thereon at \$600.

This office has given these last two claims careful consideration, and is of the opinion that the settlers are in equity entitled only to pay for the improvements upon their respective tracts of land, namely, Otho S. Hon, \$2,100, and Katherine A. Toohey, \$600. This decision is in



accordance with the views of the inspector, and also with the instructions issued to him. The inspector was instructed that a settler who located upon the reservation prior to October 1, 1884, could not dispose of his right subsequently to another settler in such manner as to vest the same in the latter. In other words, if a party purchased improvements on the reservation from a white settler subsequent to October 1, 1884, the date fixed by the Executive order of November 26, 1884, he could acquire no right to the lands covered thereby, his right being limited simply to the improvements so purchased. This appears to be in accordance with the public-land decision. Hence recommendation is made that the agreement as to the payment for the improvements only of the last two parties named be approved, and that Congress be asked to make an appropriation to pay for the same, to wit, the said Hon. \$2,100, and the said Mrs. Toohey, \$600.

Continuing his report, the inspector states that other whites came upon the reservation from time to time, and during the last ten years located upon tracts which they have continued to occupy and improve undisturbed; that from his investigation of these cases he is convinced that they believed that the reservation would finally be opened to settlement and that they would be entitled to file upon their respective locations as soon as surveys were extended and the lands they occupied became subject to entry. He thinks, as these settlers were permitted to remain on the reservation and were not removed therefrom, some of them having resided thereon for the past ten years and made valuable improvements without molestation, that they are entitled to some consideration. They base their rights to compensation for improvements upon their respective claims upon the following grounds:

First. That the Federal land laws invite settlers to locate, cultivate, improve, and make homes on the public domain.

Second. That the lands were wholly unsurveyed in the area covered by the Executive order of November 26, 1884, when they located upon their claims, and that the data at hand to guide the settlers in determining the lines of the Northern Cheyenne Indian Reservation as defined by that order were meager and unreliable. Nothing definite could be obtained by the settlers until the survey of 1891, and then not officially for two years following that date. Official maps showed Hutton post-office as being several miles distant from the southern boundary of the reservation, while said post-office is now known to be situated within said reservation. This fact misled the settlers and encouraged the belief that all claims and ranches in that vicinity were outside the reservation, and this error alone was unfortunate and misleading, causing many to doubt the accuracy of the alleged lines as to where the boundaries actually were.

Third. The officials of the United States land office at Miles City, Mont., represented the Government in all matters pertaining to filings, and a reference to the conflicting decisions to the rights of settlers regarding the reservation lands will show that this source of information was conflicting and unreliable, the official acts of receivers being in some instances reversed by their successors or the Commissioner of the General Land Office.

Fourth. The settlers were permitted to remain upon the reservation and to continue making valuable and lasting improvements after it was known that their ranches would come within the limits of the reservation.

Fifth. Good faith on the part of the settlers is shown by the fact of their making permanent improvements, erecting schoolhouses, establishing post-offices, and laying out of public roads, every act pointing to that of making homes, and under the circumstances compensation for the improvements made by these home makers would appear to be but just.

Sixth. In every instance these settlers paid their taxes, without availing themselves of the exemption of settlers residing on Government reservations, all of which argues strongly in favor of the good intention of those settlers, although illegally upon the reservation.

Referring specially to this class of settlers, the inspector invites attention to the official Government map of Montana, one of which was furnished him for reference in his work upon the reservation and which



shows the post-office of Hutton, Mont., to be in township 6 south, range 39 east, outside of the reservation, while the fact is that the said post-office is in township 5 south, range 38 east, about 6 miles northwest of where it is shown to be situated on said official map. (See Exhibit 44.)

The two eastern tiers of sections of township 5 south, range 38 east, are in the southwest corner of the reservation, and it is within this township, adjacent to Hutton post-office, according to the inspector, that nearly all of the illegal settlers on the reservation are located. The inspector states that owing to a mistake made by the Government in the preparation of this map and the location of said post-office, the fact that the settlers referred to were not ejected from the reservation, but, on the other hand, were allowed to remain thereon and to continue to cultivate land and maintain stock, and that these settlers are intelligent and industrious, and after careful investigation of the whole matter during nine whole weeks' stay upon the reservation, in which time he traveled over the greater portion of it frequently and visited every family within its boundaries, he reached the conclusion that it is just that these settlers be compensated for their improvements. Having taken this view of the matter, he appraised their improvements at what he considered a fair valuation, and obtained written consent of each of them to accept the appraised value and surrender the improvements and vacate the reservation on payment to them of the several stipulated amounts.

There are thirteen of this class of illegal settlers upon the reservation, the total appraised valuation of their improvements being \$11,695. The inspector regards the improvements of these settlers as valuable to the Government as homes for the Indians and the appraisement of the same as just and equitable. He thinks the approval of these appraisements and payment of the same will reconcile and satisfy the settlers who are obliged to abandon their location, upon which, he thinks, they have expended much hard labor, and enable them to vacate the reservation and find new homes elsewhere.

He tabulates these settlers as follows:

#### SQUATTERS—ILLEGAL SETTLERS.

No	Name of settler.	Total appraised value of improvements.
1	Anna E. Williams .....	\$850
2	Jean Tailleir .....	1,950
3	Frank Tailleir .....	750
4	John E. Hutton .....	710
5	James C. Hutton .....	90
6	J. W. Hutton .....	2,020
7	James A. Beatty .....	1,300
8	Thompson & Anderson .....	1,380
9	Jerome Dickson .....	560
10	John S. Jacobs .....	160
11	Isaac Alderman .....	880
11a	Spencer Dewey .....	100
11b	Samuel Fauver .....	200
11c	Sherman Fauver .....	85
11d	M. C. Griffith .....	60
11e	Jerome Dickson .....	200
12	Frank Shields .....	725
13	Schaudel Brothers .....	500
	Total .....	700
		11,695

Negotiations with No. 13 entered into subject to final location of proposed reservation line by survey.

## ILLEGAL SETTLER NO. 1.—ANNA E. WILLIAMS.

On September 26, 1898, Anna E. Williams made affidavit before Inspector McLaughlin, setting forth that she is 50 years of age; that she is a resident of Hutton post-office, Mont.; that she is the wife of E. J. Williams, who located with her upon the NW.  $\frac{1}{4}$  of sec. 36, T. 5 S., R. 38 E., Montana meridian, Montana, in October, 1885; that this land was unsurveyed at the time they located upon the same and remained so until 1891; that after surveys had been extended embracing this tract she made application to the local land office at Miles City, Mont., to file upon the same as her homestead; that she was refused on the ground that the same is embraced within the limits of the Northern Cheyenne Reservation.

She states further in her said affidavit that her said husband deserted her in the year 1887; that his whereabouts are at present unknown to her; that she has continued to occupy and improve this land as her home; that she has lived continuously on the land since she located thereon in the year 1885; that she has brought up and maintained a family of eight children; that at the time she located on this land, in 1885, she and her said husband fully and honestly believed that they had settled upon the public domain; that in fact the survey as now recorded brings the above-described tract within the reservation by only a half mile; that she continued to improve her homestead with the full knowledge of the Indian agents of the Tongue River Agency and also the officers of the local land office at Miles City; that now to deprive her of her home and improvements without compensation would be an injustice and work a great hardship upon her.

The inspector submits an estimate, in schedule form, of the improvements on this tract of land, as follows:

House, log, 16 by 32 feet, with "L" 18 by 24 feet; another "L," 12 by 14 feet, 4 rooms, double board roof, covered with tar paper between boards .....	\$150
Horse stable, 16 by 18 feet, earth covered .....	40
Horse stable, 18 by 24 feet, earth covered .....	50
Shed, 18 by 30 feet, earth covered .....	40
Stock corral, 40 by 50 feet, hewed poles .....	30
Hay yard, 50 by 70 feet, hewed poles .....	30
Storehouse, 16 by 18 feet, earth covered .....	25
Root house, 18 by 20 feet, earth covered .....	40
Chicken house, 12 by 14 feet, earth covered .....	20
Milk house, 12 by 14 feet, earth covered .....	20
Bridge over Rosebud Creek, 12 by 30 feet, hewed poles .....	40
12 acres land, broken and under cultivation .....	30
960 rods fence, 3 wires, posts 30 feet, 4 stays between posts .....	210
Dam across Rosebud Creek, 20 by 12 by 8 feet, stone, willows, and earth .....	75
200 rods of ditch, 3 feet on bottom, 18 inches deep, irrigating 50 acres .....	50
Total .....	850

On September 26 the said Mrs. Williams entered into an agreement with the inspector to accept \$850 for the improvements on her claim, and to vacate and surrender the same on payment of said sum.

## ILLEGAL SETTLER NO. 2.—JEAN TAILLEUR.

On September 26, 1898, Jean Tailleur made affidavit before Inspector McLaughlin, setting forth that he is 63 years old and resides at Hutton post-office, Mont.; that he located in sec. 1, T. 5 S., R. 38 E., said Montana meridian, with the intention of making the same his homestead at such time as the tract of land might be surveyed and put upon the market for filing; that he so located in good faith; that he had the assurance

of all the old settlers in the vicinity, as well as of Indian Agent Upshaw, that the said section last mentioned was not within the limits of the Northern Cheyenne Indian Reservation; that in fact he knew of no such reservation; that he could have settled further up the Rosebud River if he had thought that the said section was or would become a part of the said reservation; that he has continued to reside upon and improve his claim since the year 1885, making lasting and valuable improvements thereon; that this tract of land was unsurveyed when he settled upon it and remained so until 1891; that he inquired as to whether the local land officers at Miles City had received the plats of survey therein embracing this land, so that he might file upon the same, whereupon he was informed that upon receipt of the same he would be advised thereof; that he has received no such information from the said local land officers; that he settled upon this land with the view of making it his homestead and with the full knowledge on the part of the local land officers that he was doing so; that to deprive him of his years of toil upon the said land without compensation would be an injustice and inflict a great hardship upon him.

The inspector submits an estimate, in schedule form, of the improvements upon this tract:

House, 18 by 34 feet, with "L" 14 by 26 feet, addition, 12 by 14 feet, double board roof and dirt, 5 rooms, cellar under house, 14 by 16 feet.....	\$300
Horse stable, 16 by 26 feet, 14 by 16 feet, and 16 by 18 feet, connected, covered with earth.....	150
Cow shed, 14 by 150 feet, double slab roof.....	140
Calf shed, 20 by 60 feet, double slab roof.....	65
Wagon shed, 18 by 30 feet, double slab roof.....	35
Barn, 20 by 30 feet, 12 feet high, split-pole roof.....	150
Cattle corral, 100 by 100 feet, stockade fence of slabs, 7 feet high.....	75
Calf corral, 50 by 50 feet, stockade fence of slabs and poles, 7 feet high.....	40
Hay corral, 125 by 125 feet, stockade of slabs.....	80
Granary, 14 by 20 feet, log, earth roof, plank floor.....	45
Corncrib, 8 by 20 feet, log, peeled.....	20
Smokehouse, 10 by 10 feet, log, peeled.....	20
2 hogpens, 16 by 16 feet, 14 by 14 feet, log, covered with dirt; corral, 100 feet long by 50 feet wide.....	80
Coal shed, 10 by 10 feet, log, and wood shed, 12 by 12 feet.....	35
Chicken house, 10 by 10 feet, log.....	20
Well, 25 feet deep, rock walled.....	60
Bridge across Rosebud River, 14 by 32 feet.....	50
960 rods fence, 3 wires, posts 30 feet apart, 3 stays.....	210
70 acres of land, broken and under cultivation.....	175
40 acres of alfalfa.....	200
Total.....	1,950

The said Mr. Tailleux entered into a contract on September 26, 1898, with Inspector McLaughlin to accept \$1,950 for the improvements on this land and to vacate the same and remove from the Northern Cheyenne Reservation on payment of the said sum.

#### ILLEGAL SETTLER NO. 3.—FRANK TAILLEUX.

On September 26, 1898, Frank Tailleux set forth in an affidavit made before Inspector McLaughlin that he is 33 years of age and resides at Hutton post-office; that he occupies the SW.  $\frac{1}{4}$  of sec. 25, T. 5 S., R. 38 E., said meridian, Montana, having purchased the same from one Charles Smith for valuable consideration in the year 1891; that he has improved and resided upon this land since the date last named; that he had no knowledge of the fact that this tract of land was within the Northern Cheyenne Indian Reservation; that he knows of his own personal knowledge that the said Charles Smith obtained his right to the last-

mentioned land by reason of his marriage with Ada Sherman, who had located, fenced, and built upon said claim as early as the year 1886; that the tract was surveyed at the time it was purchased by him; that the general opinion of the community was that the lines of the reservation did not extend so as to include this tract; that he improved this claim with the intention of obtaining patent for the same; that his occupation of the land was with the knowledge of the local Government officials; that the rights of the vendor vested in him, and that to deprive him of his claim and improvements without compensation would impose a great hardship and serious loss upon him.

The inspector submits an estimate in schedule form of the improvements on this tract of land, as follows:

House, 18 by 28 feet, log, earth covered, double board roof, 2 rooms .....	\$75
Root house, 12 by 14 feet.....	25
Milk house, 10 by 12 feet, slabs, earth roof.....	20
Stable, 18 by 30 feet, logs, hewed, slab roof.....	50
Calf stable, 12 by 16 feet, logs, hewed, slab roof.....	20
Granary, 14 by 18 feet, boards and slabs, floored.....	30
Hay corral, 40 by 60 feet, 6 feet high, slabs.....	30
Corral, circular, 40 feet diameter .....	30
Grain corral, 75 by 80 feet, 6 feet high, slabs.....	25
Cow shed, 18 by 48 feet, logs, slabs, roofed .....	60
25 acres of land under cultivation.....	60
10 acres in alfalfa.....	50
960 rods fence, 3-wire, posts 22 feet apart, fence partly stayed between posts....	210
Coal shed, 10 by 18 feet, slabs.....	15
Bridge across Rosebud River, 12 by 32 feet.....	50
Total.....	750

The said Frank Tailleur entered into a contract on September 26, 1898, with the inspector to accept \$750 for the improvements on the said land situated within the Northern Cheyenne Indian Reservation, and to vacate and surrender the same to the United States on payment of the amount named.

#### ILLEGAL SETTLER NO. 4.—JOHN E. HUTTON.

On September 27, 1898, John E. Hutton made affidavit before Inspector McLaughlin, setting forth that he is 37 years of age, and resides at Hutton post-office; that he purchased, for a valuable consideration, from one Curtis C. Hutton, in 1894, one-fourth interest in sec. 13, T. 5 S., R. 38 E. Montana meridian, Montana, the said land being within the limits of the Northern Cheyenne Indian Reservation; but that, according to the official map of Montana, Hutton post-office was located some 3 or 4 miles south of the reservation line; that the premises last described are only half a mile distant from the said post-office; that he continued to make improvements up to the present time upon this land with the intention of filing and proving up thereon as his homestead; that his settlement upon this land was with the full knowledge of the local Government officials.

Accompanying the papers in this case is an affidavit by one Ed Conley, under date of September 28, 1898, from which it appears that this tract of land was settled upon in 1883, and was transferred several times, finally being purchased by the said John E. Hutton.

The inspector submits an estimate in schedule form of the improvements upon this tract of land, as follows:

House, log, 18 by 36 feet, double board roof, earth covered, 3 rooms.....	\$85
Root house and milk house combined, 10 by 16 feet, earth covered, floored.....	40
Chicken house, 16 by 20 feet, slab roof, earth covered.....	25

Granary and tool shed combined, 14 by 20 feet, slab roof, earth covered.....	\$30
Stable, hewed logs, 18 by 36 feet, slab roof, earth covered.....	50
Cattle shed, slabs, 14 by 40 feet, double slab roof.....	50
960 rods of fence, 3 wires, posts 32 feet apart, with 1 mile of 3 stays.....	210
24 acres of land broken and under cultivation.....	60
8 acres of alfalfa.....	40
Bridge across Rosebud River, 14 by 22 feet, hewed logs and slabs.....	35
Stock corral, stockade, 40 by 40 feet.....	20
Horse corral, stockade, half circle, 30 by 40 feet.....	15
Hay corral, 5 wires, 40 by 100 feet.....	10
Hog yard of 2 slabs and 2 wires, 40 by 100 feet.....	10
Fruit orchard of apple, crab, and plum trees, also currants, gooseberries, and raspberries.....	20
Total .....	710

On September 27, 1898, the said John E. Hutton entered into an agreement with the inspector to accept \$710 as payment in full for the improvements upon the land which he occupies, and to vacate and surrender the same to the United States on payment of said sum of money.

ILLEGAL SETTLER NO. 5.—JAMES C. HUTTON.

Under date of September 27, 1898, James C. Hutton made affidavit before Inspector McLaughlin, setting forth that he is 32 years of age and resides at Hutton post-office, Mont.; that he located upon the SE.  $\frac{1}{4}$  of sec. 13, T. 5 S., R. 38 E. Montana meridian, Montana, in 1895, with the intention of claiming the same as his homestead; that the affiant fully believed that this claim was on the public domain and open to settlement; that he acted in good faith and intended to make final proof and secure title thereto; that the local Government officials knew of his claiming this tract.

The inspector submits an estimate in schedule form of the improvements on this tract of land, as follows:

House, 18 by 18 feet, hewed logs, one room, double-board roof, earth covered, floored, cellar.....	\$60
Stable, 14 by 16 feet, log, round logs.....	20
Hay corral, 20 by 14 feet, poles.....	10
Total .....	90

The said James C. Hutton entered into a contract on September 27, 1898, with the inspector to accept \$90 for the improvements on this land within the Northern Cheyenne Indian Reservation, and to vacate and surrender the same to the United States on payment to him of said sum.

ILLEGAL SETTLER NO. 6.—J. W. HUTTON.

On September 27, 1896, J. W. Hutton made affidavit before Inspector McLaughlin, setting forth that he is 64 years of age and resides at Hutton post-office, Mont.; that he settled upon the N.  $\frac{1}{2}$  of the NW.  $\frac{1}{2}$ , sec. 24, and W.  $\frac{1}{2}$  of the SW.  $\frac{1}{2}$ , sec. 13, T. 5 S., R. 38 E., said meridian, in 1888, the same being unsurveyed at the date of settlement; that he located upon the said lands as his homestead with the full belief that they were not included in the Northern Cheyenne Indian Reservation; that he acted upon general information and upon all reliable data at hand in determining the limits of the said reservation and fully believed that the tract selected by him first above described was not within the said reservation; that Indian Agent Upshaw was fully aware of the settlement made by him, and considered the tract open to settlement; that he was the first postmaster at Hutton post-office, Mont., which bears his name; that official maps

of the State of Montana show the above-named office several miles south of the published and defined lines of the said reservation; that he had assurance from the local officials that the said map was reliable and official; that he acted upon such information and continued to reside upon, improve, and cultivate the said land to the present date, making valuable improvements thereon; that to remove him from the reservation without compensation would deprive him of valuable improvements and of years of toil and impose a great hardship.

The inspector submits an estimate in schedule form of the improvements on this tract of land:

House, 14 by 22 feet, with lean, 10 by 22 feet; addition, 17 by 25 feet; hewed logs, roof of double boards, tar paper between, earth over top, 6 rooms, floored throughout, porch 6 by 25 feet.....	\$300
Stable, 16 by 50 feet, peeled logs, covered with earth.....	60
Cattle shed, 16 by 88 feet, peeled logs, covered with slabs.....	100
Calf shed, 14 by 24 feet, double-slab sides and roof.....	40
Storehouse, 14 by 20 feet, hewed logs, double-slabbed roof.....	50
Coal house, 10 by 12 feet, slabs and boards.....	20
Chicken house, 16 by 22 feet, hewed on inside.....	25
Shed, 14 by 14 feet, double-slab sides and roof.....	15
Storeroom, 12 by 12 feet, hewed on inside.....	20
Root house, 12 by 26 feet, and milk house, 10 by 14 feet.....	50
Store building, 18 by 46 feet, frame, 9-foot post, shingle roof, shelved and countered; cellar, 12 by 20 feet, stone foundation laid in mortar, floor double, joists 16 inches on centers, 10-foot porch across the front. (Stock of merchandise on sale at present).....	600
Cow corral, 150 by 150 feet; hay corral, 150 by 50 feet.....	100
Calf pasture of 15 acres, fenced with four wires, post 30 feet apart, four stays.....	40
960 rods 3-wire fence, posts 30 feet and four stays.....	180
Well, 24-foot, rocked walled.....	60
60 acres of land under cultivation.....	150
25 acres of alfalfa.....	125
Fruit orchard, 15 apple trees, three years; 30 gooseberry bushes, and some raspberry bushes, and other bushes, etc.....	25
Restaurant building, 18 by 24, board roof, floored and countered and shelved.....	60
Total.....	2,020

On September 27, 1898, the said J. W. Hutton entered into an agreement with the inspector to accept \$2,020 for the improvements on this land occupied by him, and to vacate and surrender the same to the United States and remove from the reservation on payment of said sum.

• ILLEGAL SETTLER NO. 7.—JAMES A. BEATTY.

On September 28, 1898, James A. Beatty, of Hutton, Mont., made affidavit before Inspector McLaughlin, setting forth that he is 44 years old; that he came into possession of a quarter section of land situated in sec. 23, T. 5 S., R. 38 E., said meridian, Montana, by purchase from one Fred Ramsey, the consideration being \$350; that he purchased also the improvements thereon, together with water right; that this purchase was made in the spring of 1893; that he had no knowledge of the fact that the Cheyenne Indian Reservation embraced this tract of land; that at the time of the purchase of this land it had been surveyed in part only and still remains in that condition; that he acted, in making the purchase, upon the information and advice of old settlers and such other information as could be obtained, and was convinced that he was on the public domain; that he acted in good faith in making valuable and lasting improvements upon the tract selected; that to be removed from his home without compensation would be a great hardship and injustice to him.



The inspector submits with his said report an estimate in schedule form of the improvements, as follows, on this tract of land :

House, 18 by 26 feet, hewed logs, covered with plank and earth, 3 rooms....	\$150
Storehouse, 12 by 16 feet, hewed logs, covered with plank and earth .....	30
Granary, 12 by 16 feet, floored, split-pole roofing.....	40
Coal house, 12 by 12 feet, round peeled logs.....	15
Root house, 14 by 20 feet, covered with peeled poles.....	30
Stable, 16 by 26 feet, log, peeled poles roofing.....	55
Cow stable, 14 by 14 feet, log, peeled poles roofing.....	30
Chicken house, 12 by 14 feet, hewed logs.....	25
Wagon shed, 14 by 16 feet, post, and split roofing.....	15
Hog house, 8 by 16 feet, peeled logs.....	15
Horse corral, 90 by 100 feet, 7-foot posts.....	50
Round corral, 60 feet diameter, 7-foot posts.....	35
Hay pasture of 2 acres, slabs and wires, posts 12 feet apart.....	20
Bridge over Rosebud River, 18 by 16 feet, 2-inch plank.....	40
Bridge over Corral Creek, 12 by 12 feet, pole covered .....	25
640 rods 3-wire fence, posts 30 feet apart.....	130
160 rods 2-wire fence, posts 30 feet apart (no stays).....	30
60 acres of land broken and under cultivation .....	150
20 acres of alfalfa .....	100
Sheds for cattle, 14 by 38 feet, peeled logs.....	60
One-half interest with Fred Ramsey in 2 miles of main ditch, 6 feet on bottom, average depth, 1½ feet.....	165
120 rods of ditch 2½ feet wide, depth 2 feet.....	35
60 rods of lateral ditches.....	20
One-half interest with Fred Ramsey in dam in Corral Creek, 50 feet long, 3 feet high, 12 feet thick, of willows, rock, and earth.....	35
One-half interest in "water right" of 800 inches with Fred Ramsey .....	
Total .....	1,300

The said Mr. Beatty entered into an agreement on September 28, 1898, with Inspector McLaughlin to accept \$1,300 for the improvements on the land claimed by him, and to vacate and surrender the same to the United States and remove from the reservation on payment of the said sum to him.

#### ILLEGAL SETTLERS NO. 8.—THOMPSON AND ANDERSON.

On September 16, 1898, Ed Anderson, of Muddy post-office, Mont., made affidavit before Inspector McLaughlin setting forth that he is 28 years of age; that he is a partner of Tobias Thompson and equal owner in a ranch purchased from W. W. Alderson; that the said ranch is located on Muddy Creek, Custer County, Mont., within the limits of the Northern Cheyenne Indian Reservation; that he purchased the undivided one-half interest of Tobias Larsen, who was a partner of the said Tobias Thompson, Larsen and Thompson being the parties succeeding to all the rights, title, and improvements, and to the ranch above described, commonly known as the Alderson ranch; that the consideration paid by Larsen and Thompson for said ranch was \$1,350; that he assumed the obligations of the retiring partner, Tobias Larsen; that this partnership in the firm of Thompson and Anderson was assumed in the spring of 1893; that he has since that time continued to occupy and improve the said ranch, having added thereto certain improvements; that he bought and improved the said ranch, with the understanding that the said W. W. Alderson would make final proof of the same as soon as it was surveyed and platted; that he fully believed that the United States Government would grant a patent for this tract to the said W. W. Alderson which would accrue to the benefit and profit of himself and his partner.

On September 16, 1898, the said Tobias Thompson, of Muddy post-



office; Mont., made affidavit before Inspector McLaughlin, setting forth that he is 27 years of age; that he is an equal partner in the ranch and property described by Ed Anderson in his said affidavit; that said Ed Anderson is his partner and equal owner in the property described; that he knows of his own personal knowledge that the statements contained in the affidavit of the said Ed Anderson are true and correct.

Under date of September 22, 1898, Nannie T. Alderson, widow of W. W. Alderson, made affidavit before Inspector McLaughlin, setting forth that she is 38 years of age; that she resides at Miles City, Mont.; that she is the widow of W. W. Alderson, deceased; that her said husband located on Lame Deer Creek, Custer County, Mont., on the present site of Tongue River Agency buildings, at the mouth of the creek known as Alderson gulch, in the spring of 1883, and continued to reside on said ranch until March, 1884, at which time the ranch buildings were entirely destroyed by the Northern Cheyenne Indians, who set the same on fire; that by reason of the hostile attitude of these Indians at that time, she and her husband were compelled to leave the ranch above described and went to Tongue River, thirty miles distant, to reside; that before their return the agency buildings were located on the tract above referred to by her and claimed by her said husband, W. W. Alderson; that he selected another tract of land on Muddy Creek and commenced to improve the same in the year 1887, and continued to reside upon, improve, and cultivate it until 1892, when the said ranch located on Muddy Creek was sold for a valuable consideration to Tobias Thompson and Tobias Larsen; that her said husband located upon the Muddy Creek ranch in good faith and with the intention of claiming the same in lieu of his ranch located in the year 1883, situated on Lame Deer Creek.

The inspector submits in schedule form an estimate of the improvements upon the tract of land claimed by Messrs. Thompson and Anderson, as follows:

960 rods 3-wire fence, posts 30 feet apart, 4 stays between posts.....	\$180
Dam across Muddy Creek, 30 by 8 by 8 feet.....	60
Ditch, 120 rods, width on bottom 3½ feet, covering 7 acres.....	35
House, 16 by 44 feet, with L 14 by 24 feet, 5 rooms, 2 porches, floored throughout, double board, dirt-covered roof, round peeled logs.....	300
Granary, 14 by 16 feet, round logs, floored and tinned.....	50
Hen house, 12 by 12 feet, one story.....	25
Hog house, 20 by 14 feet, with corral 150 by 200 feet, boards and wire.....	50
Log stable, 18 by 24 feet, round logs.....	60
Log shed, 16 by 60 feet.....	70
Hay corral, 160 by 250 by 8 feet, scalped logs, 3 swing gates 7 by 14 feet.....	100
Round corral, 50 feet diameter, sided with inch boards, 8 feet high, 2 swing gates.....	40
Cow corral, 64 by 32 feet, 7 feet high, scalped poles.....	35
6 acres alfalfa.....	30
90 acres in cultivation.....	225
Root cellar, 10 by 14 feet, covered with plank.....	35
Well, 18 feet deep, walled with rock, 6 feet of water.....	45
Strawberry garden, 3 by 4 rods (5).....	15
Bridge across Muddy Creek, 25 feet long, 12 feet wide.....	25
Total.....	1,380

Under date of September 29, 1898, the said Thompson and Anderson entered into an agreement with the inspector to accept \$1,380 as payment for the improvements on the land claimed by them, and to vacate and surrender the premises, including the land, to the United States Government on payment of said sum to them.

## ILLEGAL SETTLER NO. 9.—JEROME DICKSON.

Under date of September 30, 1898, Jerome Dickson, of Hutton post-office, Mont., made affidavit before Inspector McLaughlin, setting forth that he is 48 years old; that in October, 1895, he established himself at Hutton post-office and engaged in general merchandising, locating his first buildings in section 13; that subsequently other buildings were located in section 24, all in T. 5 S., R. 38 E., Montana meridian; that he was assured by all the settlers in the vicinity of the said post-office that the site selected by him would be subject to entry under the public land laws in a very short time after he made settlement as stated; that he acted in good faith and intended to file upon the tract on which his buildings were situated. They are fully described in his affidavit, but as the inspector submits a description and estimate of the value of the same, it is not thought necessary to give here the description set forth in his affidavit.

The inspector submits the following as the description and appraisement of these improvements:

House, logs, 16 by 32 feet, with "L" 12 by 24 feet, covered with double slabs and earth, 4 rooms .....	\$125
Stable, logs, 14 by 20 feet, covered with double slabs .....	15
Root house, and cellar, 12 by 12 feet, and 8 by 14 feet, respectively .....	20
"Public Hall," 24 by 52 feet, 11 feet posts, hewed logs, stone foundation, shingle roof, 3 lines of joists support timbers, joists 16 inches on centers, pine floor, raised platform 12 by 24 feet. Porch in front of hall 8 by 12 feet, with steps from both sides .....	400
Total .....	560

Mr. Dickson entered into an agreement on September 30, 1898, with the inspector to accept \$560 for the improvements mentioned, and to vacate and surrender the premises to the United States on payment of the said sum; also to remove from the reservation.

## ILLEGAL SETTLER NO. 10.—JOHN S. JACOBS.

On the 1st day of October, 1898, John S. Jacobs, of Hutton post-office, Mont., made affidavit before Inspector McLaughlin, setting forth that he is 47 years of age; that he resides at said post-office; that he purchased the claim and the improvements thereon from one William Cornwall, said claim being for unsurveyed land situated on Dry Creek, in T. 5 S., R. 39 E., Montana meridian, about 4 miles east of said post-office; that he paid the said Cornwall \$150 for said claim and located upon the same July 4, 1897; that he has since continued to occupy and improve the same with the intention of making it his home and filing upon it as a homestead as soon as the surveys come to be extended thereover and the land becomes subject to entry; that at the time he purchased the said claim and located upon it he fully believed that he was outside of the Northern Cheyenne Indian Reservation; that otherwise he would not have purchased or located upon it; that said William Cornwall, from whom he purchased this claim, located upon it three years previous and had occupied it during that time, having been told by the old settlers of the neighborhood that the said claim was not within the boundaries of the reservation; that the said tract of land is about one mile north of the southern boundary line of T. 5 S., R. 39 E., within the Northern Cheyenne Indian Reservation, which fact was not known to him until four months after he had located upon the claim; that he acted in good faith in making this purchase and locating upon

the land; that to deprive him of it without compensation for his improvements would be a great hardship and cause him to sustain considerable loss.

The improvements upon this tract are described and appraised as follows by Inspector McLaughlin:

House, peeled logs, 18 by 24 feet, roof of hewed pine poles, earth covered, 2 rooms.....	\$60
Root house, 12 by 14 feet, timber roof supports and earth covered.....	20
Stable, logs, 16 by 20 feet, roof of split poles, earth covered.....	20
Chicken house, 12 by 14 feet, roof of split poles, earth covered.....	15
Hogpen, logs, 20 by 20 feet, not covered.....	5
Calf pasture of 1 acre, 5 wires, posts 16 feet apart.....	10
Coal shed, lumber and slabs, 8 by 10 feet.....	5
4 acres of land broken and under cultivation.....	10
One-fourth mile (80 rods) of 3-wire fence, posts 32 feet apart, partly stayed.....	15
Total.....	160

The said Mr. Jacobs entered into an agreement on October 1, 1898, with the inspector to accept \$160 as full compensation for the improvements on his said claim, and to vacate and surrender the entire premises to the United States on payment of the said sum to him and to remove from the reservation.

#### ILLEGAL SETTLERS NO. 11.—ISAAC ALDERMAN AND OTHERS.

Under date of September 30, 1898, Isaac Alderman, of Hutton Post-Office, Mont., made affidavit before Inspector McLaughlin, setting forth that he is 68 years of age; that in August, 1897, he built a house and stable on the east line of the SE.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$  of sec. 24, T. 5 S., R. 38 E. Montana meridian; that said buildings were situated on a tract of land owned by Fred Ramsey and erected thereon by said Ramsey's permission; that the reason which induced him to build on this land was that he, with three other families, namely, Spencer Dewey, Samuel Fauver, and Sherman Fauver, left Nebraska and were looking over the country for locations as new homes; that after reaching Hutton Post-Office, Custer County, Mont., and learning that it was probably in T. 5 S., R. 38 E., the southwest corner township of the Northern Cheyenne Indian Reservation, which township would soon be opened to settlement under the public-land laws, and desiring to secure a homestead in the locality, they concluded to remain in the neighborhood to be ready to avail themselves of such privileges as soon as the land could be filed upon; that pending such opening of the desired lands he decided it best to build upon the extreme eastern border of said Fred Ramsey's land rather than to be regarded as a trespasser upon the Indian reservation; that M. C. Griffith subsequently arrived at Hutton and became a member of the said settlement; that upon his (affiant's) arrival at Hutton Jerome Dickson was engaged in merchandising on the adjoining section where the affiant erected his buildings; that said Dickson removed and built at this location; that he, the affiant, together with the parties named in his affidavit, acted in good faith, with the intention of securing homesteads in that neighborhood. He described in his affidavit the buildings erected by the respective parties, but the descriptions are omitted here, as the inspector gives the same in his appraisements of the improvements.

There is accompanying the papers in this case a joint affidavit made September 30, 1898, before Inspector McLaughlin, by Spencer Dewey, Samuel Fauver, Sherman Fauver, and Jerome Dickson, each stating for himself that he has read the foregoing affidavit made by Isaac

Alderman, and each for himself affirms of his own knowledge that the statements therein contained are true and correct.

The inspector submits a description and appraisement of the improvements made by the parties last referred to as follows:

## ISAAC ALDERMAN.

House, hewed logs, 18 by 24 feet, roofed with lumber and earth, 3 rooms, cellar under house 6 by 8 feet.....	\$60
Stable, round logs, 4 double stalls, 16 by 24 feet.....	15
Hay yard, 16 by 24 feet, poles and posts.....	5
Total.....	80

## SPENCER DEWEY.

House, 18 by 24 feet, hewed logs, covered with lumber and earth, 2 rooms.....	60
Stable, 30 by 40 feet, round logs, 10 double stalls, covered with poles.....	40
Total.....	100

## SAMUEL FAUVER.

House, 20 by 28 feet, hewed logs, lean-to 8 by 12 feet, covered with lumber and earth, 6 rooms.....	\$75
Stable, 16 by 32 feet, round logs.....	20
Shop building, 14 by 20 feet, round logs.....	15
Henhouse, 8 by 12 feet; hog house, 14 by 22 feet.....	10
Cow corral, 30 by 30 feet, poles and posts.....	10
Hay corral, 16 by 32 feet, pole fence.....	5
Well 50 feet, curb 8 feet in bottom, iron pump.....	65
Total.....	200

## SHERMAN FAUVER.

House, 18 by 24 feet, hewed logs, covered with lumber and earth, 2 rooms.....	\$60
Stable, 14 by 16 feet, 2 stalls.....	20
Hay yard, 16 by 20 feet, poles and posts.....	5
Total.....	85

## M. C. GRIFFITH.

House, 18 by 24 feet, hewed logs, covered with lumber and earth, 2 rooms.....	\$60
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## JEROME DICKSON.

Store buildings, hewed logs, 20 by 32 feet, stone foundation; additions of rough lumber, 20 by 12 feet; cellar, 12 by 20 feet, 6 feet deep.....	\$180
Stable, 14 by 20 feet, round logs.....	20
Total.....	200

Under date of September 30, 1898, Isaac Alderman, Spencer Dewey, Samuel Fauver, Sherman Fauver, M. C. Griffith, and Jerome Dickson each entered into an agreement with Inspector McLaughlin to accept the amounts at which their respective improvements were appraised and on payment of the same to them, respectively, to vacate and surrender the premises and remove from the Northern Cheyenne Indian Reservation.

## ILLEGAL SETTLER NO. 12.—FRANK SHIELDS.

Under date of October 14, 1898, John O. Lyndes, of Muddy Creek Post-Office, Mont., made affidavit before Inspector McLaughlin, setting forth that he is 32 years of age; that he has resided upon and about the Cheyenne Indian Reservation for the past eight years; that he is

well acquainted with one Frank Shields, who located on Trail Creek within the said reservation; that the tract occupied by said Shields was purchased for a valuable consideration in the spring of 1894 of one Clark, who in turn purchased the tract and improvements thereon from one U. S. Holmes, said Holmes having succeeded to all interest and rights of one William Hayward in the year 1888; that the said Frank Shields, being compelled to be absent at that time, gave him (the affiant) full power to act for him; that said Shields acted in good faith in locating upon this tract of land, his purpose being to make the same a home for himself.

The inspector submits an appraisement in schedule form of the improvements on the lands claimed by Frank Shields, as follows:

House, hewed logs, 16 by 28 feet, covered with lumber and earth, 2 rooms .....	\$60
Storehouse, round logs, 14 by 16 feet, slabs and earth covered .....	25
Root house, 14 by 16 feet .....	30
Stable, round logs, 15 by 24 feet, covered with slabs and earth .....	35
Sheep sheds, lumber sides, 60 by 100 feet, covered with poles and hay .....	50
Hay corral, round poles, 60 by 80 feet .....	15
10 acres of land broken and under cultivation .....	25
5 acres of alfalfa .....	25
5 miles of 2-wire fence, with posts 32 feet apart, partly stayed. This fence incloses about 300 acres of pasture in one tract and about 240 acres in another .....	175
240 rods of ditch, 3 feet wide on top, 2 feet wide on bottom, and averages 12 inches deep, irrigating about 20 acres of land .....	30
Dam, 20 feet long, 3 feet high, and 8 feet wide, rocks, logs, and earth .....	30
Total .....	500

On October 14, 1898, the said Frank Shields, by his attorney in fact, John O. Lyndes, entered into an agreement with the inspector to accept \$500 for the improvements on the land claimed by him, and to vacate and surrender the entire premises to the United States on payment of the same.

It is proper to remark that there is no power of attorney filed with the papers in this case.

#### ILLEGAL SETTLER NO. 13.—SCHAUDEL BROTHERS.

Under date of October 10, 1898, Robert Schaudel made affidavit before Inspector McLaughlin, setting forth that he is 30 years old and resides on Greenleaf Creek, in Montana; that his brother, Julius Schaudel, located upon a tract of unsurveyed land at the head of said creek in 1892 and commenced improving the same as his homestead; that he joined him on the said location in the spring of 1894; that they have since continued to occupy and improve this claim jointly, intending to file upon it as their homestead as soon as the land should be surveyed and subject to entry; that he and his said brother have made valuable improvements upon this land, fully believing that they were north of the southern 40-mile limit of the grant to the Northern Pacific Railroad Company; that at the time they located upon said claim there were no surveys made in that locality; that no surveys have yet been made in the township in which this tract of land is situated; that it is believed by him to be in township 2 south, range 42 east; that when he and his brother located upon this land they were told by the old settlers of the neighborhood that they were north of the southern 40-mile limit of the grant to said railroad company; that knowing their claim is near the said 40-mile limit, he now fears that when the lines are surveyed it will be found to be south of said line and within the Northern Cheyenne Indian Reservation; that he desires to protect his interest and that of his brother by filing his said affidavit.

The improvements on this tract of land are appraised in schedule form by Inspector McLaughlin as follows:

House, round logs, peeled, 24 by 30 feet, covered with lumber and earth, 3 rooms.	\$110
Root house, 12 by 16 feet, solid log roof, lined with 2-inch plank	40
Spring house, 6 by 12 feet, lumber roof, water piped outside of building	20
Granary, lumber, 12 by 16 feet, 2-inch flooring, board roof	40
Chicken house, round logs, 12 by 18 feet, covered with boards and earth	30
Chicken yard, lumber, 32 by 64 feet, 8 feet high	10
Stable, round logs, peeled, 20 by 26 feet, covered with boards, with hay on top	50
Shed, round logs, peeled, 12 by 30 feet, lumber roof	35
Corral, round logs, circular, 35 feet diameter, 6 feet high	20
Hay yard, peeled poles, 220 by 560 feet, 5 feet high	30
400 rods of 2-rail fence, double posts, 16 feet apart	40
640 rods of 2-wire fence, posts 32 feet apart	80
320 rods of 3-wire fence, posts 30 feet apart, 3 stays between posts	60
46 acres of land broken and under cultivation	115
4 acres of alfalfa	20
Total	700

On October 10, 1898, Robert Schaudel entered into a contract with Inspector McLaughlin whereby he consents and agrees to accept \$700 for the improvements as per schedule last mentioned upon the tract situated on said Greenleaf Creek, occupied by himself and his brother, Julius Schaudel, provided the said tract of land is found to be within the Northern Cheyenne Indian Reservation when the survey shall have been extended over the same and the boundary lines thereof determined. He further agrees that he and his said brother will vacate and surrender said premises to the United States and remove from the reservation on the payment of the said sum, \$700, to them, provided, as indicated, the lands are within the said reservation.

It appears from the statements contained in the affidavits of the parties above referred to, from 1 to 13, that they are illegal settlers within the boundaries of the Northern Cheyenne Indian Reservation, except perhaps the Schaudel brothers. Having gone upon the reservation long subsequent to the time when the same was set aside by Executive order issued November 26, 1884, they, of course, have no right to the lands involved. It would seem, under the circumstances, that they should be paid for their improvements. As appears from the facts in the case, they located near the post-office of Hutton, Mont., which, according to the official map of the General Land Office, is shown to be outside of and south of the reservation. To give relief on account of this mistake by payment for the improvements of these settlers would seem to be a matter of justice and equity. It is, therefore, recommended that they be paid respectively the appraised value of the improvements as made by the inspector, and that Congress be asked to make appropriation for this purpose.

The inspector states that he entered into agreements with eight white settlers who own ranches outside of the reservation on the west side of Tongue River, aggregating 1,705 acres, at a total appraised value of \$34,670 for lands and improvements, which agreements were entered into with a view to extending the eastern boundary of the reservation to that river; that while the amount agreed upon might seem, in some instances, rather high, it is a fact that such relinquishment of titles by the white settlers to the lands owned by them along the west side of said river meets the needs of the Indians and makes unnecessary any negotiations with Indians for their removal from the western valley of Tongue River; that such negotiations might have been brought about by judicious management, yet he is of the opinion that it would have required great persuasion and involved a much



larger expenditure of money to reimburse them for their houses and claims situated along the west side of the said river, from the mouth of Stebbins Creek on the north to the mouth of Cook Creek on the south, than it requires to pay the white settlers negotiated with and from whom written agreements have been obtained.

The inspector schedules these settlers and their improvements as follows:

*Legal settlers and owners of lands outside of the reservation, the purchase of whose lands and improvements is recommended for the purpose of extending the reservation line to Tongue River.*

No.	Name of settler.	Acres.	Appraised value of lands.	Appraised value of improvements.	Total.
1	John Bowman .....	165	\$3,000	\$550	\$3,550
2	Hugh H. Hunter .....	400	4,000	3,400	7,400
3	Catherine Toohy .....	320	4,500	2,220	6,720
4	Aleachia E. Toohy .....	160	1,935	65	2,000
5	Amanda Holt .....	60	750	250	1,000
6	Arnold E. Neate .....	160	3,200	4,800	8,000
7	Samuel O'Connell .....	360	3,500	1,500	5,000
8	Emma H. King .....	80	1,000	.....	1,000
Total .....		1,705	21,885	12,785	34,670

#### SETTLER NO. 1.—JOHN BOWMAN.

Under date of September 23, 1898, John Bowman made affidavit before Inspector McLaughlin, setting forth that he is 63 years of age and resides at Ashland, Mont.; that he is the owner of homestead certificate No. 165, application No. 483, and the land covered thereby, to wit, S.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , and NE.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$ , sec. 32, T. 3 S., R. 44 E., Montana meridian, Montana, containing 160 acres; that this certificate bears date March 21, 1898; that he located upon this tract in July, 1883, and has continued to occupy and improve the same since that time.

The inspector submits with his said report an appraisement, in schedule form, of the improvements upon this tract of land, as follows:

House, log, 16 by 32 feet, earth covered, 2 rooms .....	\$85
Stable, log, 16 by 48 feet, earth covered .....	30
Storehouse, log, 18 by 18 feet, earth covered .....	20
Wagon shed, log, 16 by 32 feet, earth covered .....	40
Cattle shed, log, 30 by 75 feet, earth covered .....	60
Cattle yard, log, 50 by 60 feet .....	50
Chicken house, log, 12 by 16 feet .....	10
2 wells, each 18 feet deep, rock walled, with one iron pump .....	90
880 rods of fence, 2 wires, with pole on top, posts 16 feet apart .....	165
Total .....	550

On September 23, 1898, the said John Bowman entered into an agreement with Inspector McLaughlin to accept for his said claim and improvements thereon the sum of \$3,550, and on payment of the same to surrender the lands and improvements to the United States, for such use as it shall deem proper, and forthwith to remove from the above-described tract of land. This agreement is subject to the approval of the Secretary of the Interior in accordance with the provisions of section 10 of the Indian Appropriation Act approved July 1, 1898, *supra*. The land is appraised at \$3,000, and the improvements thereon at \$550; in the aggregate, \$3,550.



## SETTLER NO. 2.—HUGH H. HUNTER.

The inspector submits with his said report an appraisement, in schedule form, of the improvements located on the tract of land claimed by Hugh H. Hunter, as follows:

House, log, 18 by 24 feet, 1½ stories, with extension 16 by 18 feet, 1 story, ceiled inside, shingled roof, 5 rooms .....	\$750
Ranch house, log, 18 by 60 feet, double board roof, earth covered, 3 rooms.....	200
Connecting hall way, 8 by 18 feet, double board roof, earth covered .....	50
Storehouse, log, 16 by 20 feet, double board roof, earth covered .....	50
Chicken house, log, 16 by 16 feet, double roof, earth covered .....	40
Milk and ice house, frame, 12 by 14 feet, double lined, stone foundation .....	150
Coal house, log, 12 by 14 feet, shingled roof .....	25
Root house, 12 by 14 feet, timber support .....	30
Cornercrib, poles, 6 by 16 feet, shingled roof .....	20
Horse stable, log, 16 by 80 feet, double board roof, earth covered, with corral 40 by 50 .....	400
Cow stable, log, 16 by 64 feet, double board roof, earth covered, with corral 40 by 60 .....	200
Wagon shed, log, 16 by 32 feet, double board roof, earth covered .....	35
Hay corral, round poles, 8 by 10 rods .....	25
5 horse corrals, one 80 by 90 feet, and four 30 by 40 feet each, round logs .....	150
3 wells, each 20 feet deep, walled with rock, 1 pump .....	150
7 miles fence, 4 wires, posts 16, 20, and 24 feet apart, with 4 stays between posts ..	560
One-half mile fence, 3 wires, posts 30 feet apart, with 6 stays between posts...	40
60 acres of land, broken and under cultivation .....	150
35 acres of alfalfa, excellent stand .....	175
2 miles of main ditch, exclusive of laterals, irrigating 60 acres .....	200
<b>Total .....</b>	<b>3,400</b>

The agreement entered into by Mr. Hunter, September 24, 1898, with the inspector is similar in its terms, stipulations, and conditions as to the purchase of the lands and improvements and removal from the former to those contained in agreement with settler No. 1, last above mentioned. The land described in said agreement as owned by Mr. Hunter is as follows: SW. ¼ of sec. 15, and N. ½ of the SE. ¼, sec. 21, and the NW. ¼ of sec. 22, T. 3 S., R. 44 E. Montana meridian, containing 400 acres. It is valued at \$4,000 and the improvements thereon at \$3,400 by the inspector, aggregating \$7,400.

## SETTLER NO. 3.—CATHERINE TOOHEY.

Under date of September 24, 1898, Catherine Toohey made an affidavit before Inspector McLaughlin, setting forth that she is 34 years of age and resides at Ashland, Mont.; that she is the owner of the following-described tract of land situated in Custer County, said State, to wit, NW. ¼ of the SE. ¼, N. ½ of the SW. ¼, NW. ¼ of the NW. ¼, S. ½ of the NW. ¼, and SW. ¼ of the NE. ¼, sec. 28, and NE. ¼ of the SE. ¼, sec. 29, T. 3 S., R. 44 E. Montana meridian, containing 320 acres; that she acquired title to said tract of land by having preempted 160 acres thereon and by inheritance in part of 160 acres from her mother, who had homesteaded the same; that both of said tracts of land have been patented, the preemption filing to herself and the homestead tract to her mother; that she located upon the preemption tract on March 16, 1888, and has continued to occupy and cultivate the same since that date; that her mother, Mrs. Mary Toohey, deceased, came to that locality and located on her said homestead claim in July, 1886, and continued to occupy and improve the place up to the time of her death on April 18, 1889; that the remainder of the said homestead of Mary Toohey was subsequently deeded to her by the several heirs of said decedent; that she now has full and clear title to the land above described.

There is an abstract of title on file with the papers in this case show

ing that patent was issued by the United States to the heirs of Mary Toohey, October 20, 1897, for the following-described land, to wit, NW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , S  $\frac{1}{2}$  of the NW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$ , sec. 28, T. 3 S., R. 44 E., 160 acres, Custer County, Mont.; that on July 7, 1897, Margaret Murphy conveyed by deed to Catherine Toohey her interest in said land, which deed was filed in the proper clerk's office September 29, 1897, and recorded in Book J, page 580; that Matthew Pressey and Matilda, his wife, conveyed by deed, on July 26, 1897, to Catherine Toohey their interest in the said land; that this deed was filed September 29, 1897, in the proper clerk's office, and is recorded in Book J thereof, at page 582; that Aleachia E. Toohey conveyed by deed, on July 27, 1897, to Catherine Toohey her interest in the said land; that this deed was filed for record in the proper clerk's office September 29, 1897, and is recorded in Book J thereof, page 578; that Joseph Toohey and Catherine, his wife, conveyed by deed their interest in this tract of land on July 27, 1897, to Catherine Toohey; that this deed was filed for record in the proper clerk's office September 29, 1897, and is recorded in Book J thereof, page 579.

The inspector submits, in schedule form, an appraisement of the improvements upon the lands claimed by Catherine E. Toohey, as above set forth, as follows:

House, hewed logs, 27 by 37 feet, weatherboarded outside, ceiled inside, shingled roof, with log addition 16 by 16 feet, earth covered, good floors, shutters on windows, 6 rooms, 2 closets, and pantry .....	\$860
Cabin, log, 16 by 16, earth covered, no floor .....	40
House over spring of water, 8 by 8 feet, hewed logs, earth covered .....	15
Storehouse, log, 16 by 18 feet, double board roof, earth covered .....	40
Store building, log, 16 by 24 feet, double board roof, earth covered .....	200
Ice house, log, 18 by 27 feet, double board roof, earth covered .....	30
Chicken house, log, 16 by 16 feet, double board roof, earth covered .....	15
Root house, log, 16 by 18 feet .....	20
Barn, log, 26 by 100 feet, double board roof, with hayloft overhead .....	600
Horse corral, hewed logs, circular, 65 feet diameter .....	60
20 acres of land, broken and under cultivation .....	50
4 acres of alfalfa .....	20
960 rods of fence, 3 wires, posts 16 feet apart, with 3 stays between posts .....	210
320 rods of fence, 2 wires, posts 20 feet apart, no stays .....	60
Total .....	2,220

Under date of September 24, 1898, the said Catherine E. Toohey entered into a contract with Inspector McLaughlin to sell these lands and the improvements thereon for the sum of \$6,720, the terms, stipulations, and conditions thereof being similar to those contained in agreement No. 1 with John Bowman. The lands are appraised at \$4,500, and the improvements thereon at \$2,220, aggregating \$6,720.

#### SETTLER NO. 4.—ALEACHIA E. TOOHEY.

On September 24, 1898, Aleachia E. Toohey made affidavit before Inspector McLaughlin, setting forth that she is 34 years old and resides at Ashland, Mont.; that she is the owner of 160 acres of land in Custer County, said State, described as follows: SW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , sec. 33, S.  $\frac{1}{2}$  of the NE.  $\frac{1}{4}$ , and NW.  $\frac{1}{4}$  of the NE.  $\frac{1}{4}$ , sec. 33, T. 3 S., R. 44 E., Montana meridian; that she came to Ashland, Custer County, said State, on July 23, 1886, and located upon the above-described tract of land as a homestead claim in the fall of 1886; that she has since proved up on said land as a homestead, for which she holds final receiver's receipt, No. 370; application No. 492, from the receiver's office at Miles City, Mont., dated July 13, 1896; that she has not as yet received patent for the tract of land above described.

The inspector submits an appraisalment in schedule form of the improvements located on this tract of land as follows:

House, log, 16 by 16 feet, earth covered, no floor .....	\$40.00
56 rods of fence, 2 wires, posts 30 feet apart .....	22.50
1 acre under cultivation .....	2.50
Total .....	65.00

Miss Toohey entered into an agreement on September 24, 1898, with Inspector McLaughlin to sell this land and the improvements thereon for the sum of \$2,000. The land is appraised at \$1,935 and the improvements thereon at \$65. The terms, stipulations, and conditions as to payment and removal from these lands are similar to those contained in agreement with settler No. 1, John Bowman.

#### SETTLER NO. 5.—AMANDA HOLT.

The inspector files with his said report a duplicate copy of receiver's receipt No. 200 from the receiver at Miles City, Mont., dated December 3, 1891, showing that Amanda Hammond, now Amanda Holt, paid \$200 in full for the SW.  $\frac{1}{4}$  of sec 10, T. 3 S., R. 44 E., containing 160 acres.

He submits in schedule form an appraisalment of the improvements on this tract of land as follows:

House, hewed logs, 14 by 24 feet, with "L" 14 by 22 and hallway 6 by 14 feet, shingled roof, 4 rooms .....	\$140
Stable, logs, 14 by 24 feet, earth covered .....	40
2 corrals, 20 by 30 feet and 30 by 40 feet, respectively .....	25
240 rods fence, portion 3 wires and portion 4 wires, posts 20 feet apart .....	45
Total .....	250

Under date of September 28, 1898, the said Amanda Holt (nee Hammond) entered into an agreement with the inspector to sell this land and the improvements thereon to the United States for the sum of \$1,000. The land is appraised at \$750 and the improvements thereon at \$250. The terms, stipulations, and conditions as to payment, surrender of possession, and removal from the premises are similar to those contained in agreement with settler No. 1, John Bowman.

#### SETTLER NO. 6.—ARNOLD E. NEATE.

There is filed with the papers in this case an abstract of title to the SE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , sec. 9; E.  $\frac{1}{2}$  of the NE.  $\frac{1}{4}$ , and NE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , sec. 16, T. 2 S., R. 44 E., 160 acres, Custer County, Mont., showing that the United States conveyed by patent the said land to F. M. Bourn on September 18, 1891; that this patent was filed in the proper clerk's office for record on January 8, 1892, and was recorded in Book F thereof on page 594; that the said F. M. Bourn (unmarried) mortgaged the same to Mathew Booles & Co. on July 23, 1889; that this mortgage was filed for record in the proper clerk's office July 23, 1889, and is recorded in Book F thereof, page 33; that this land was conveyed by deed by the said F. M. Bourn to A. E. Neate on July 12, 1890; that this deed was recorded in the proper clerk's office July 28, 1890, and is recorded in Book F thereof, page 318; that the said Neate redeemed the mortgage referred to on May 5, 1898.

The inspector submits an appraisalment in schedule form of the improvements upon this tract of land, as follows:

House, frame, 1 $\frac{1}{2}$ stories, shingled roof, 20 by 40 feet, 6 rooms and 2 hallways, with porch on front 7 by 30 feet, with log addition 20 by 35 feet, double board roof, earth covered, 2 rooms .....	\$1,500
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House for employees, log, 20 by 20 feet, double board roof, earth covered, with porch 7 by 20 feet.....	\$100
Storehouse, log, 20 by 30 feet, split-pole covering, earth covered, 2 rooms ...	125
Workshop and ice house, frame, 18 by 36 feet, double board roof, earth covered, 2 rooms.....	175
Chicken house, log, 18 by 15 feet, split poles on roof, earth covered.....	60
Barn, frame, 28 by 49 feet, shingled roof, stalled, manged, and hay racks, with feed and saddle rooms, with loft for 50 tons of hay.....	1,200
Cow stable, log, 14 by 14 feet, split poles on roof, earth covered, with stalls and manger.....	50
Machinery shed, frame, 18 by 30 feet, board roof, sliding doors on front ....	80
Wagon shed, frame, 18 by 30 feet, board roof, open front.....	60
3 horse corrals, each 50 feet diameter, posts 5 feet apart, 2-inch plank siding, 9 feet high, with connecting chutes, 10 swing gates with the chutes, of 2-inch lumber, 9 feet high, 15 by 50 feet, double square gates.....	450
Corral, pole, half circle, 100 by 120 feet, 8 feet high.....	85
Well, 16 feet deep, rocked walled.....	40
Drive well, 30 feet, with steel windmill and tower, with force pump.....	100
1,000 yards 3-board fence around dwellings, with 2 swing gates.....	100
8½ miles of fence, 3 wires, posts averaging 20 feet apart, with stays every 5 feet.....	640
15 acres of land broken and under cultivation, and 40 acres of land under irrigation ditch.....	35
Total.....	4,800

Mr. Neate entered into an agreement on September 28, 1898, with the inspector to sell these lands and the improvements thereon to the United States for the sum of \$8,000. The land is appraised at \$3,200 and the improvements at \$4,800. The terms, stipulations, and conditions as to the payment, surrender of possession, removal from the premises, etc., are similar to those contained in agreement with settler No. 1—John Bowman.

## SETTLER NO. 7.—SAMUEL O'CONNELL.

There is filed with the papers in this case an abstract of title, showing that patent was issued by the United States on January 11, 1889, to William H. Lackie for the N. ½ of the NW. ¼ and W. ½ of the NE. ¼ sec. 34, T. 2 S., R. 44 E., Montana, containing 160 acres; that this land was mortgaged for \$300 on June 22, 1886, by the said Lackie to John Woodliff, which mortgage was satisfied May 18, 1887; that William H. Lackie and Phoebe J., his wife, conveyed the said land by deed to Douglas T. Thring for \$900 on May 14, 1887; that this deed was filed in the proper clerk's office June 3, 1887, and is recorded in Book E thereof, page 472; that the said Douglas T. Thring conveyed by deed the said tract of land for and in consideration of \$1, on April 17, 1889, to Oliver H. Wallop; that this deed was filed for record in the proper clerk's office April 17, 1889, and is recorded in Book F thereof, page 112; that said Oliver H. Wallop conveyed by deed the said land to Samuel O'Connell on July 31, 1893; that this deed was filed in the proper clerk's office October 25, 1893, for record, and is recorded in Book G thereof, page 200; that Samuel O'Connell and Mary, his wife, conveyed by mortgage on August 10, 1893, for the consideration of \$479, to W. H. Buelard, the following described land: S. ½ of the SW. ¼, NW. ¼ of the SW. ¼, SW. ¼ of the NW. ¼, sec. 34, T. 2 S., R. 44 E., which was filed for record August 29, 1893, in the proper clerk's office, and is recorded in Book F thereof, page 167; that this last-named mortgage was satisfied May 29, 1897; that said O'Connell and his wife mortgaged, on August 1, 1893, for the consideration of \$1,500, to Oliver H. Wallop the following described land: N. ½ of the NW. ¼, W. ½ of the NE. ¼, NE. ¼ of the SW. ¼, W. ½ of the SE. ¼, and SE. ¼ of the SE.

$\frac{1}{4}$ , sec. 34, T. 2 S., R. 44 E.; also S.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$ , NW.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$ , SW.  $\frac{1}{4}$  of the NW.  $\frac{1}{4}$ , said section, which mortgage was filed in the proper clerk's office for record on October 25, 1893, and was recorded in Book D thereof, page 539; that this said last mortgage was satisfied May 22, 1896; that said O'Connell and his wife, Mary, mortgaged on April 15, 1896, to Mary H. Cotler, for the consideration of \$500, the following described lands: N.  $\frac{1}{2}$  of the NW.  $\frac{1}{4}$ , W.  $\frac{1}{2}$  of the NE.  $\frac{1}{4}$  and NE.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$ , W.  $\frac{1}{2}$  of the SE.  $\frac{1}{4}$  and SE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , sec. 34, said township and range; that this mortgage was filed in the proper clerk's office on May 22, 1896, and is recorded in Book E thereof, page 90. It does not appear, from the said abstract of title or any other papers in the case, that this mortgage has been satisfied. It is shown also by the said abstract that the N.  $\frac{1}{2}$  of the NW.  $\frac{1}{4}$ , W.  $\frac{1}{2}$  of the NE.  $\frac{1}{4}$ , NE.  $\frac{1}{4}$  of the SW.  $\frac{1}{4}$ , W.  $\frac{1}{2}$  of the SE.  $\frac{1}{4}$ , and SE.  $\frac{1}{4}$  of the SE.  $\frac{1}{4}$ , sec. 34, T. 2 S., R. 44 E., was sold on February 7, 1898, to S. F. Cale, for taxes due in 1897, in amount \$22.85, which land, it appears, has not been redeemed from such tax sale.

The inspector submits with said report an appraisement, in schedule form, of the improvements upon the lands above described as follows:

House, hewed logs, rock foundation, 18 by 40 feet, double board roof, tar paper between boards, earth covered and shaled, with two L's 14 by 16 feet and 18 by 20 feet, respectively, 7 rooms, with inside of building (walls and ceilings) lined .....	\$620
Ice house and warehouse, connected, logs, 16 by 32 feet .....	80
Root house, 12 by 16 feet, timber supports .....	40
Barn, log, 40 by 52 feet, lumber roof, earth covered and shaled, with room for 20 horses, with harness room and granary, finished with 2-inch plank, stalls and mangers, also feed boxes .....	350
Warehouse, log, 16 by 32 feet, slab roof, earth covered .....	100
Corral, 40 by 50 feet, 7 feet high .....	30
2 wells, 22 feet and 32 feet deep, respectively, rock walled .....	135
Chicken house, log, 10 by 12 feet, slab roof, earth covered .....	15
2 miles of fence, 3 wires, posts 30 feet apart, partly stayed .....	130
Total .....	1,500

On September 28, 1898, the same Samuel O'Connell entered into an agreement with Inspector McLaughlin to sell to the United States all that portion of the above-described land situated on the west side of Tongue River, approximating, it seems, about 360 acres, for the sum of \$5,000. The land is appraised by the inspector at \$3,500 and the improvements thereon at \$1,500. The entire quantity of land described in the said agreement is 480 acres; but, as above indicated, it appears that Mr. O'Connell has agreed to sell only that part of the said 480 acres which lies west of Tongue River, approximating 360 acres. Mr. O'Connell agrees to remove from the lands west of said river on payment of \$5,000 to him.

#### SETTLER NO. 8.—EMMA H. KING.

On October 13, 1898, Emma H. King made affidavit before Inspector McLaughlin, setting forth that she is 38 years of age; that she resides at Rosebud, Mont.; that she was formerly the lawful wife of William Hume, now deceased; that in the summer of 1885 she, with her said husband, located upon a tract of land on Tongue River, Montana, as their homestead claim; that they subsequently filed upon said land, entering it as a homestead, proved up and obtained patent for the same, which land is described as follows: N.  $\frac{1}{2}$  of the NW.  $\frac{1}{4}$  sec. 27, W.  $\frac{1}{2}$  of the SW.  $\frac{1}{4}$  sec. 22, T. 3 S., R. 44 E. Montana meridian, containing 160 acres, covered by certificate No. 223, application No. 638; that patent issued October

20, 1897, and is recorded in volume 2 A, page 161; that her said husband died on January 2, 1892; that she was married to him in the year 1880 and lived with him as his wife up to the time of his death; that on November 23, 1895, she married Lewis King, her present husband, with whom she is now living; that she is the guardian of five minor children by her former marriage with the said William Hume; that the said children are residing with her and under her care and protection.

Emma H. King entered into an agreement with the inspector on October 13, 1898, to sell to the United States all that portion of the said tract of land which is situated on the west side of Tongue River, approximating 80 acres, more or less, for the sum of \$1,000. It appears that there are no improvements on the land lying west of the said river, at least there is no appraisalment of any. She agrees to surrender and give possession to the United States of the lands sold on payment of the said sum, \$1,000, to her.

The claims embraced in the schedule last above referred to have been considered by this office. They appear to be clear and correct, except as to the said Samuel O'Connell and Mrs. Emma H. King. According to the papers in the case there is an incumbrance yet unsatisfied upon the land claimed by Mr. O'Connell and also an unredeemed tax sale. There seems to be a cloud, therefore, on his title.

In the case of Mrs. King it appears that there are minor heirs to the lands which she proposes to sell. She is the guardian of these minor children, five in number, but it is not indicated whether she is the legal, or natural guardian only. It is the opinion of this office that a good title to this land can not be made to the United States unless a court of competent jurisdiction in the State of Montana should authorize the sale of this land for the use and benefit of the children by proper decree.

It is recommended that the agreements with settlers numbered from 1 to 6, inclusive, last above mentioned be approved, and in order that the whole matter may proceed to final settlement it is also recommended that the agreements with settlers Nos. 7 and 8, Samuel O'Connell and Mrs. Emma H. King, be approved subject to the perfection of the title of the land as above indicated, or in some proper manner; also that Congress be asked to make appropriation of \$34,670 to pay the respective settlers for their lands and the improvements thereon.

The inspector states that in extending the reservation to Tongue River on the east, making that water course the eastern boundary thereof, necessitates the removal of 46 Indian families from the east side of Tongue River to the proposed increased reservation on the west side; that to meet such contingency he negotiated with the Indians who located on the east side of said river and entered into a written agreement with them agreeing to pay the said 46 Indians, heads of families, \$25 each, or a total of \$1,150 to compensate them for the locations vacated by them and the trouble of removing across the river to the new reservation, provided the same is extended, approved, and ratified. He further states that these Indians were reluctant to agree to leave the east side of Tongue River, but in order to show their good will and desire to meet the wishes of the Government in having all of these matters amicably adjusted, they consented and he obtained the signatures of 46 Indians to the agreement entered into. The signatures to this agreement are properly witnessed and proper certificates are attached to the agreement, showing that the Indians fully understood the whole matter before signing the same.

It is recommended that the agreement with these 46 Indians be



approved, and that Congress be asked to make an appropriation of \$1,150 for the purpose of paying to each of them the sum of \$25 for their locations and improvements vacated on the east side of Tongue River, this payment to be made when they shall have removed to the west side of said river and located upon the new reservation.

The inspector, in making further report, states that there has been a great deal of friction between whites and Indians residing upon the reservation, occasioned by the anomalous conditions existing thereon; that already three white men have been killed by the Northern Cheyenne Indians; that all three of these were unprovoked murders; that from the conditions existing between the whites and the Indians not in sympathy with each other, residing together upon the reservation, with lines not clearly defined, the rights of the white settlers not understood by the Indians, both whites and Indians are to be commended for their forbearance under such trying circumstances and great provocations on various occasions; that it was on account of a full realization by both whites and Indians of the importance of an adjustment of these undesirable conditions that made his negotiations in the premises possible, and which, he is led to believe, has been reasonably satisfactory to all concerned.

The agreements above referred to cover titles to all the lands owned or occupied by white men from the eastern boundary line of the Crow Reservation to Tongue River and embracing, according to the inspector, all between the southern 40-mile limit of the grant to the Northern Pacific Railroad Company and the line dividing townships 5 and 6 south when said line is extended, except four small tracts, one of which is in township 5 south, range 42 east, owned by Joseph T. Brown and John T. Logan, containing 320 acres. Mr. Brown would not dispose of this land, but as the same is in the extreme southeast corner of the proposed reservation, the inspector thinks that the southern boundary line can run to the western line of said tract and then follow a subdivision section line north to where it intersects Cook Creek, and thence down this creek to Tongue River.

A second tract of three fractions, approximating 65 acres, opposite the mouth of Odell Creek, is owned by Joseph Scott. As these fractions are in bends of Tongue River, they can, according to the inspector, be easily fenced off.

A third tract, containing 160 acres, belongs to St. Labra's Mission. It is established by said mission for educational work among the Northern Cheyenne Indians. The mission does not want to dispose of the same. This tract is also situated in a bend of Tongue River, and can be fenced off without materially affecting the eastern boundary of the proposed reservation.

A fourth tract contains 80 acres and belongs to Mr. R. P. Colbert. It is situated in township 2 south, range 44 east. As it borders along the 40-mile limit of the grant to the Northern Pacific Railroad Company and is in the extreme northeast corner of the proposed reservation, it can easily be fenced off, according to the opinion of the inspector, without additional cost when constructing the required fence along the northern boundary.

The inspector transmits with his said report an exhibit, marked No. 1, which is a map showing the proposed reservation boundaries, and which shows that the four tracts of land last above referred to are not included therein. It also shows the location of white settlers within the limits of the proposed reservation.

The lands to be vacated by white settlers, as per agreements above

transmitted, provide a reservation in Custer County, Mont., for the Northern Cheyenne Indians, which the inspector described as follows:

Beginning at the point in the middle of the channel in Tongue River at its intersection with the 40-mile limits of the grant to the Northern Pacific Railroad Company, thence west on the said southern 40-mile limits of the grant to the Northern Pacific Railroad Company to its intersection with the eastern boundary line of the Crow Indian Reservation; thence south on said eastern boundary line of the Crow Indian Reservation to its intersection with the line dividing townships 5 and 6 south; thence east on said dividing line of townships 5 and 6 south to its intersection with the line dividing sections 34 and 35 in township 5 south, of range 42 east; thence north 2 miles on said section line; thence east on the line dividing sections 23 and 26 to its intersection with Cook Creek; thence down Cook Creek to its confluence with Tongue River; thence down the middle of the channel of Tongue River to the place of beginning, except that certain fractions approximating 65 acres, lying west of Tongue River, in sections 26 and 34, in township 4 south, of range 43 east, owned by Joseph Scott, and the northeast quarter of section 3, in township 3 south, of range 44 east, belonging to St. Labra's Mission, and the south half of the northwest quarter of section 10, in township 2 south, of range 44 east, belonging to Mr. R. P. Colbert, are exempt and not included in the reservation, as shown by map transmitted herewith.

The inspector states that these boundaries comprise nearly 20 townships of about 460,000 acres of land. That they embrace about 8 townships less than that recommended as a reservation for these Indians by Hon. T. J. Morgan, Commissioner of Indian Affairs, under date of February 6, 1892, and transmitted to Congress with favorable recommendation by Secretary Noble, under date of March 15, 1892. He mentions this fact to show that the reservation which has been recommended by him is not excessive in area, yet he considers it ample for the Northern Cheyenne Indians, and according to his report it is so regarded by Major Clifford, their present agent, and by all persons familiar with its resources and the requirements of the Indians.

He expresses a view that the northern and southern boundary lines should be surveyed and substantially fenced as soon after the reservation is established as is possible. This action would leave only the eastern front along Tongue River open, as the eastern line of the Crow Reservation (being the western boundary of the Northern Cheyenne Reservation) is already fenced. He does not deem it necessary to fence along Tongue River for the present, but thinks that it could be easily taken up in the future should such necessity arise.

According to the inspector, the northern boundary line of the reservation is about 35 miles in length in a direct course; but as there are 3 miles of offsets in the line of the 40-mile limit of the Northern Pacific Railroad Company's grant, it will require 38 miles of fence for this boundary. The southern boundary is 24 miles in length and will require 3 miles additional to fence around Messrs. Brown and Logan's claims, making 27 miles of this boundary, a total of 65 miles of fence required to inclose the northern and southern boundaries.

He states that good material for fence posts is plentiful on the reservation and can be furnished by the Indians and delivered at 10 cents apiece, and estimates the cost of the fence as follows:

Sixty-five miles of 5-strand wire fence, with cedar or pitch-pine posts 8½ feet long, set 3 feet in the ground, and 24 feet apart, with stays 5 feet long and averaging 2 inches wide, woven into wires 4 feet apart, alternating every second stay, at \$110 per mile; in all, \$7,150.

The agency buildings, according to the inspector, are situated in a valley on the east side of Lame Deer Creek, about 4 miles south of the northern boundary of the reservation and as near central on an east-and-west line of the proposed reservation with reference to the Indian settlements as, from the nature of the country, it could well be located.

He recommends that a subissue station, blacksmith shop, and farmer's residence be established on Tongue River, about 20 miles southeast of the agency, for convenience of the Indians who reside in that district, at a cost only of \$3,055; also that an appropriation of \$10,000 be made for the erection of new buildings at the agency and remodeling some of the old ones, such new buildings and repairs being badly needed for properly conducting the affairs at the agency.

He recommends that 1,000 head of heifers and 40 bulls be purchased and delivered at the agency next spring, not later than June 15, provided the proposed reservation is established; that these cattle be issued to individual Indians and branded with a number to designate ownership; also with the Government agency brand, so that the stock could be identified and claimed wherever found. He is of the opinion that these Indians should have 2,000 head of breeding cattle to enable them to raise stock and utilize the grass, which goes to waste each year, and in order that they might increase their herds as rapidly as possible; but he does not believe it advisable to give them a greater number to begin with than above recommended, namely, 1,000 heifers and 40 bulls. He estimates the cost of this number of 2-year-old native Western range heifers at \$25,000, and the said number of bulls, 2-year-old Hereford or Durham, at \$3,200.

There are, according to the statements of the inspector, 370 heads of families, including 1,349 persons, belonging to the Tongue River Agency; 626 of these are males and 723 females; 384 are between the ages of 6 and 16 years. The present school accommodations at St. Labra's Mission are meager, having a capacity for about 60 pupils; the agency school accommodates about 40 pupils, leaving nearly 300 children of school age unprovided with school privileges.

He strongly recommends that a boarding school with a capacity of at least 150 pupils be erected upon the reservation as early as practicable, and states that the claims of some of the white settlers on the upper Rosebud, which he recently negotiated for, being under irrigation and in a high state of cultivation, would provide admirable sites for the location of an industrial boarding school, and furnish grass and hay for stock, lignite coal for fuel, and irrigated lands for agriculture.

In conclusion the inspector states that in conducting his negotiations with the white settlers on this reservation, he was obliged in some instances to accept prices for lands and improvements which may appear rather high; but that he does not regard the prices agreed upon in any instance as excessive, and when the perplexing conditions which he had to contend with and the successful termination of his work among these people, both Indians and whites, are taken into consideration, he feels justified in recommending that the agreements above referred to, together with the establishment of the new reservation, be approved, and trusts that the same may be ratified by Congress.

It is known to this office and the Department, and to Congress also, that the unsettled condition of affairs on the Northern Cheyenne Indian Reservation, Mont., has for a long time given the Department more or less concern and trouble. Efforts have been made to adjust the matter, but without success. The investigations of Inspector McLaughlin and his report thereof were made under special legislation enacted by Congress at its last session. According to his report there is a way by which this complex and troublesome subject may be finally settled, namely, the purchase of the lands of certain settlers and the improvements thereon; also the improvements of certain other settlers, and the extension of the boundaries of the reservation in the manner indicated.

The office, therefore, earnestly recommends that the reservation be extended according to the boundaries fully set forth by the inspector. Recommendation has already been made herein for an appropriation to purchase the lands and improvements above described. It is deemed wise also to recommend, in case the reservation is extended as indicated, that the same be fenced on its north and south boundaries, at a cost not to exceed \$7,150; that the bulls and heifers above described be purchased at a cost of not to exceed \$28,200, or \$3,200 for the former and \$25,000 for the latter; that an appropriation be made for the erection of new buildings at the agency and repairing old ones, not to exceed \$10,000; also for the establishment of a subissue station, blacksmith shop, and farmer's residence on Tongue River, at a cost not to exceed \$3,055, the entire appropriation as recommended being \$200,000. This sum includes \$151,595 for lands and improvements fully described above.

A bill has been prepared embodying the above recommendations and providing for the appropriation of the specific sums above named. It is in duplicate and is transmitted herewith, with the recommendation that the same be forwarded to the House and Senate for the consideration of each.

Duplicate copies of this report are also transmitted, together with duplicate copies of the inspector's said report and all the inclosures thereof. It is recommended that copies of each of these papers and documents accompany the bill referred to.

Inspector McLaughlin's report (original), the agreements with settlers and accompanying papers, are transmitted for your action under the law. The copies only are for transmittal to Congress.

These originals, it is thought, should be returned to this office when you shall have taken action thereon.

Very respectfully, your obedient servant,

W. A. JONES, *Commissioner.*

The SECRETARY OF THE INTERIOR.

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NORTHERN CHEYENNE RESERVE.

EXECUTIVE MANSION, November 26, 1884.

It is hereby ordered that the following-described country, lying within the boundaries of the Territory of Montana, viz, beginning at the point on the one hundred and seventh meridian of west longitude (said meridian being the eastern boundary of the Crow Indian Reservation) where the southern forty-mile limits of the grant to the Northern Pacific Railroad Company intersects said one hundred and seventh meridian; thence south along said meridian to a point thirty miles south of the point where the Montana base line, when extended, will intersect said meridian; thence due east to a point twelve miles east of the Rosebud River; thence in a northerly and northeasterly direction, along a line parallel with said Rosebud River, and twelve miles distant therefrom, to a point on the southern forty mile limits of the grant to the Northern Pacific Railroad Company, twelve miles distant from said Rosebud River; thence westwardly along the said southern limits and across the said Rosebud River to the place of beginning, be, and the same is hereby, withheld from sale and settlement and set apart as a reservation for the use and occupation of the Northern Cheyenne Indians, now residing in the southern portion of Montana Territory, and such other Indians as the Secretary of the Interior may see fit to locate thereon: *Provided, however,* That any tract or tracts of land included within the foregoing described boundaries which have been located, resided upon, and improved by bona fide settlers prior to the 1st day of October, 1884, to the amount to which such settlers might be entitled under the laws regulating the disposition of the public lands of the United States, or to which valid rights have attached under said laws, are hereby excluded from the reservation hereby made.

CHESTER A. ARTHUR.

A BILL Establishing the boundaries of the Northern Cheyenne Indian Reservation, Montana, and making appropriations for purchasing improvements thereon and certain lands situated therein, for purchasing cattle, fencing the reservation, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the following-described tract of land be, and the same is hereby, set aside as a reservation for the permanent use and occupancy of the Indians now occupying or belonging upon the Northern Cheyenne Indian Reservation, which reservation shall be known as the Northern Cheyenne Indian Reservation, namely:

Beginning at the point in the middle of the channel of Tongue River at its intersection with the southern forty-mile limit of the grant to the Northern Pacific Railroad Company; thence west on the said southern forty-mile limit to its intersection with the eastern boundary line of the Crow Indian Reservation; thence south on said boundary line to its intersection with the line dividing townships five and six south; thence east on said dividing line of townships five and six south to its intersection with the line dividing sections thirty-four and thirty-five, in township five south, of range forty-two east; thence north two miles on said section line; thence east on the line dividing sections twenty-three and twenty-six to its intersection with Cook Creek; thence down Cook Creek to its confluence with Tongue River; thence down the middle of the channel of Tongue River to the place of beginning: *Provided*, That certain tracts approximating sixty-five acres lying west of Tongue River in sections twenty-six and thirty-four, in township four south, of range forty-three east, owned by Joseph Scott, and the northeast quarter of section three, in township three south, of range forty-four east, belonging to Saint Labra's Mission, and the south half of the northwest quarter of section ten, in township two south, of range forty-four east, belonging to R. P. Colbert, shall be excepted from and not included within the reservation boundaries named.

SEC. 2. That the following sums be, and they are hereby, appropriated, out of any money in the Treasury not otherwise appropriated, namely:

For the payment of settlers within the said boundaries for lands and improvements, one hundred fifty thousand four hundred and forty-five dollars: *Provided*, That the Secretary of the Interior shall and does, in his discretion, ratify and approve, under the provisions of section ten of the Indian appropriation act approved July first, eighteen hundred and ninety-eight (30 Stats., pp. 596-7), the agreements entered into thereunder by United States Indian Inspector James McLaughlin with the settlers included within said boundaries, submitted by him to the Secretary with his report dated November fourteenth, eighteen hundred and ninety-eight, and shall find, upon investigation hereafter to be made, that the improvements of the settlers referred to remain intact and in good condition: *Provided further*, That the settlers shall remove immediately from the reservation upon the payment of the sums according to their respective agreements as ratified and approved by the Secretary of the Interior.

For payment of Indians residing east of Tongue River for improvements, one thousand one hundred and fifty dollars.

For the construction of sixty-five miles of wire fence around a portion of said reservation, seven thousand one hundred and fifty dollars.

For the purchase of one thousand two-year-old native Western heifers for the use of the Indians of said reservation, twenty-five thousand dollars.

For the purchase of forty two-year-old Hereford or Durham bulls for the use of the Indians, three thousand two hundred dollars.

For buildings at the Tongue River Agency on said reservation, ten thousand dollars.

For subissue station, farmer's residence, and blacksmith's shop at Tongue River, three thousand fifty-five dollars.

In all, two hundred thousand dollars.

SEC. 3. That the Secretary of the Interior is hereby authorized and directed to purchase the heifers and bulls herein provided for at such time as he, in his discretion, may deem best, and to prescribe such rules and regulations as he may deem necessary to secure a just and equitable distribution of this stock among the Indians residing or belonging upon the Northern Cheyenne Indian Reservation; and he shall cause such portion of the reservation to be fenced as he, in his judgment, may deem necessary; and in like manner to construct or repair buildings at the Tongue River Agency, establish and build a subissue station, a farmer's residence, and blacksmith's shop as herein provided for.

SEC. 4. That the Secretary of the Interior shall pay to the Indians residing east of Tongue River the respective sums for their improvements as ascertained by Inspector McLaughlin in agreement submitted with his said report, upon condition that they shall remove to the reservation hereby established.